



Upgrade from Junior3 to Junior.net



Included:
Full Site Network Licence Cost of hosting until next MLS Advantage renewal date Transfer of data from Junior3 Online Cataloguing with Discovery WebLinks Digital Readit Borrower Import Module Learning Platform Integration Kit Stock Check Software LabelPrint Software System backups ‡ V FREE iMLS mobile app now available (click the link for more info)
Total



Optional:	Optional Costs	Select as required	Selected Costs
Full Day Training On-site training for up to 3 staff (UK Mainland Only)			
Online Training Live online training	per hour		
Cataloguing Day On-site cataloguing of stock (UK Mainland Only)			
Identikit Biometric fingerprint recognition system 1st device: £260 Each additional device: £75			
Additional Barcode Scanners			
MLS Connect Links in with school administration system to automatically update from enrolment records			
Furniture Junior Librarian desks available through Peters Books Click here to see catalogue			
Other			
Optional Cost Total			
Grand Total			



MLS Advantage Subscription	
MLS Advantage includes data hosting, technical and software support, software updates, unlimited barcode labels and online cataloguing enrichment (book data, summaries, images and up to date Weblink data)	Your new Annual Licence Fee will be £507 per year thereafter

Ticking this box confirms that: the attached terms and conditions of business are accepted; that the person returning this form is authorised to make purchases on behalf of the Customer named below; and that the Customer's systems meet the system requirements attached to this Order Form

Customer Contact Information			
Customer (organisation) Name		User Number	
Address		Postcode	
Telephone		Fax	
E-Mail Address		Learning Platform	
Name of signatory		Signature	
Position of signatory			



VAT added to prices where applicable. Carriage to UK Mainland is £15, to overseas charged at cost. Please return this form by email, or fax to 0161 449 0055, or post to the address below.



Micro Librarian Systems Limited - Arden House - Shepley Lane - Hawk Green - Marple - Stockport - Cheshire - SK6 7JW
 T: +44 (0) 161 449 9357 - F: +44 (0) 161 449 0055 - E: info@microlib.co.uk - W: www.microlib.co.uk - Reg. No. 04845232



Please complete the form below confirming the actual specifications on site prior to installation of the system. The completed form should be emailed to support@microlib.co.uk or faxed to 0161 449 0055

School Name: _____ Post Code: _____

Contact Name: _____ Signed: _____

You can test your broadband speed and get details of how to find out your spec here:

<http://www.microlib.co.uk/home/SystemTest.aspx>

PC and Broadband Minimum Specification			
	Required	Actual	
Hardware	Library PC 1.5 GHz Dual Core CPU or better. 1Gb RAM. 400MB free Hard Disk space (for temporary files and installation of the MLS hardware plug-in)		
	Other client/student PC's 1 GHz Single Core CPU or better. 512Mb RAM (shared memory for graphics may reduce this!)		
Software	Windows XP, Windows Vista, Windows 7		
Browser *	Internet Explorer 7+		
Proxy Server	Please specify whether the proxy is internal or external along with the details		
Learning Platform	Please specify		
Additional Browser Requirements	Microsoft Silverlight must be installed. Please answer yes or no.		
Broadband Connection Speed	1Mbps Download Please report your actual speed performance based on the results from the online test (link above). Please do not quote the "up to" speed provided by your ISP.	Download	Upload

*For information about compatibility with Macs and other browsers please check the 'Silverlight Minimum Requirements' document available at <http://www.microlib.co.uk/pdf/SilverlightGuide.pdf> or from the MLS Help Desk.

MICRO LIBRARIAN SYSTEMS LIMITED HOSTING AGREEMENT

These terms and conditions, together with the Order Form, shall form the agreement between the parties. By completing an Order Form, the Customer is offering to contract on the terms and conditions set out in this agreement and MLS may accept this offer in accordance with clause 2.1 below.

1 Definitions & Interpretation

1.1 In this agreement the following terms have the following meanings:

"Authorised Users"

Customer and employees and independent contractors of Customer together with any persons who may lawfully access the library systems of the Customer;

"Commencement Date"

the date on which this agreement is formed pursuant to clause 2.1 and MLS commences provision of the Services;

"Customer"

the customer named in the Order Form;

"Documentation"

the documentation provided with the Software and the Hosting Service; and

"Fees"

the initial fee payable on the date of this agreement and the annual fee (variable) payable on each anniversary of the Commencement Date (as outlined in the Order Form), together with the storage usage fees referred to in clause 6.2;

"Hosting Service"

the service whereby the Software and its associated data is hosted on a computer system under the control of MLS for use by the Authorised Users;

"Information"

any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, customers, suppliers or methods of one party and disclosed to or otherwise obtained by the other party in connection with this agreement;

"Intellectual Property"

any and all intellectual property rights including patents, trade marks, design rights, copyright, rights in databases, domain names, topography rights, know-how, look and feel, rights in confidential information and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with any and all goodwill relating or attached thereto, the right to apply for registration of and/or register such rights and all extensions and renewals thereof;

"MLS"

Micro Librarian Systems Limited, a company incorporated in England and Wales (company number 04845232) and having its registered office at Arden House, Shepley Lane, Hawk Green, Marple, Stockport SK6 7JW

"Modifications"

all modifications to the Software which remedy defects in the Software including temporary fixes, bug fixes, patches and maintenance releases and/or all modified versions of the Software which provide additional and/or enhanced functionality;

"Order Form"

the Customer's order for the supply of Services;

"Services"

the Hosting Service and the Support Services;

"Software"

the software named in the order form; and

"Support Services"

the services relating to the support and maintenance of the Software described in clause 5.

1.2 Headings are included for convenience only and shall not affect the construction or interpretation of this agreement.

1.3 Any reference to a clause, schedule or appendix shall (unless expressly provided otherwise) be a reference to a clause of or schedule or appendix to this agreement. Schedules and appendices shall have the same force and effect as if set out in the body of this agreement.

1.4 Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender.

1.5 Any reference to a person shall, unless the context otherwise requires, include individuals, partnerships, companies and all other legal persons.

1.6 The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.

1.7 Reference to a sum being variable shall be to that sum as increased on each anniversary of the Commencement Date to reflect MLS's standard charges for the relevant matter.

2 Basis of Contract and term

2.1 An order shall be deemed to be accepted on the earlier of: (a) MLS issuing a written acceptance of the order; and (b) MLS doing any act consistent with fulfilling the order or providing the Services, at which point this agreement shall be formed.

2.2 The Services shall begin on the Commencement Date and shall continue until this agreement is terminated in accordance with its terms or upon not less than three month's notice, such notice to expire on any anniversary of the Commencement Date.

2.3 If Customer has previously licensed a version of the Software on a non-hosted basis and is no longer using that version then: (a) this agreement shall supersede the terms on which that version was licensed and those terms are hereby terminated by consent of the parties but without prejudice to the parties accrued rights and remedies (other than the right to use the software licensed thereunder); (b) for the purpose of the annual Fees, they shall be calculated from and be payable from each date on which the annual licence fee/support fee was payable/renewable under the previous licence and will be invoiced prior to that date.

3 Licence

3.1 MLS hereby grants to Customer a non-exclusive, non-transferable licence to access and use the Software through the Hosting Service and to access and use the Documentation in each case only in respect of Customer's usual business or, if the Customer is a school, educational purposes.

3.2 The licence is non-assignable and non-transferable and Customer may not loan, rent, lease, sub-licence, sell or otherwise transfer the right to use the Software to any third party or use the same to provide bureau or other services to the third parties. Notwithstanding the aforesaid and clause 14, if Customer is a school and it is restructured or merged with another school then, provided that Customer obtains MLS's prior written consent (which will not be unreasonably withheld or delayed) Customer may transfer the licence and this Contract to the restructured/merged school.

3.3 The licence entitles Customer to make such copies of the Software and Documentation as are necessary (in the case of the Software) solely for archive and back-up purposes and (in the case of the Documentation) to enable Customer to exercise its rights under the licence. Customer shall ensure that all copyright and proprietary notices contained on the original version of the Software and Documentation appear on all copies made.

3.4 Save as permitted by law Customer may not merge, decompile, disassemble, reverse engineer, copy, adapt or modify the Software or ascertain or list the source code of the Software or copy the Documentation.

3.5 MLS may audit the use of the Software and the Hosting Service by each Authorised User no more than once in each quarter provided that MLS shall exercise such right with reasonable prior notice and in a manner that does not substantially interfere with Customer's normal conduct of business. If such audit reveals use of the Software or the Hosting Service by persons other than the Authorised Users, Customer shall promptly disable such persons' access and shall not issue any new passwords to such individuals and (without prejudice to its other rights and remedies) MLS shall have the right to charge the Customer for such person's use of the Software and/or the Hosting Service as if they were additional Authorised Users.

3.6 The licence shall continue, for so long as this agreement is in effect but if the Customer wishes to cease to use the Hosting Service, it shall be entitled to do so upon giving not less than three month's notice, such notice to expire on any anniversary of the Commencement Date and, on the date this right is exercised:

- (a) Customer's right to use the Software shall be transferred to the non-hosted version of the Software;
- (b) references in this agreement to the Software shall be deemed to refer to the non-hosted version of the Software;
- (c) the Customer shall have the right to purchase at a cost of £250 (variable) data migration services whereby the data held by MLS as part of the Hosting Service will be made available to the Customer in a form suitable for the non-hosted version of the Software;
- (d) Customer shall be responsible for paying MLS's then current support and maintenance fees for the non-hosted version of the Software (variable) (which fees shall be deemed to be the Fees for the purposes of this agreement); and
- (e) if Customer requires any additional assistance in connection with its migration to the non-hosted version of the Software, it shall be entitled to purchase such services at MLS' then current rates.

3.7 All right, title and interest (including all Intellectual Property) in and to the Software shall be the exclusive property of MLS and other than as expressly stated herein, this agreement does not grant Customer any rights in or to the Software.

>=15GB and <20GB	£39.99
------------------	--------

4 Hosting

4.1 MLS shall perform the Hosting Services and shall use reasonable endeavours to ensure the Software is available to the Customer for use in accordance with this Agreement. MLS shall promptly inform the Customer of any security breaches with respect to the Hosted Service.

4.2 Customer's access to the Hosting Service shall be limited to the number of Authorised Users. Customer shall use all reasonable endeavours to prevent unauthorised access to the Hosting Service and shall notify MLS promptly if it becomes aware of any such unauthorised access or use.

4.3 Customer shall ensure that each Authorised User keeps a secure password for his use of the Software, that each Authorised User keeps his password confidential.

4.4 Customer acknowledges that from time to time it may be necessary or desirable to take the Software out of service for repair or maintenance and MLS will use reasonable endeavours to inform the Customer of any such outage at least one week in advance, save that in emergency situations, when the Software needs to be taken out of service for immediate repair, such advance notice may not be possible. MLS will however attempt to notify the Customer at the earliest possible time in the event of an emergency outage.

4.5 MLS does not warrant specific uptime or network response times on any network, however MLS agrees that it will use reasonable endeavours to actively monitor network performance, and make or recommend alterations to improve such performance as it becomes necessary.

4.6 MLS or its hosting provider will save backups of the Software and the data used by the Software.

4.7 The Customer shall not use the Hosting Services to transmit, distribute, disseminate, publish or store any material or information that:

- (a) is illegal, spam in nature, defamatory, obscene, indecent or harassing; or threatening or encouraging bodily harm, destruction of property, or infringing the lawful rights of any party;
- (b) violates the privacy of any party as protected by applicable law (whether local, national or international) or regulation; or
- (c) contains software viruses, worms, trojan horses or any computer code, files or programs designed to disrupt, destroy, invade, gain unauthorised access to, corrupt or modify the data, Hosted Applications, or any other equipment.

5 Support & Modification

5.1 MLS shall provide the Support Services comprising:

- (a) access to a help desk for general user enquiries in respect of the Software; and
- (b) access to Software upgrades, updates and fixes generally made available on the MLS website from time to time.

5.2 MLS shall only be obliged to provide the Support Services between 9am and 4.30pm BST/GMT Monday to Friday excluding English public holidays and the last 2 weeks of December.

5.3 MLS shall be entitled to implement Modifications to the Software without the prior consent of Customer provided that such Modifications do not alter the basic functionality of the Software prior to such Modifications.

5.4 MLS will only be obliged to provide Support Services in respect of: (a) the current version of the Software from time to time; and (b) for a period of 6 months following the release of a new version of the Software, the previous version of the Software.

6 Fees

6.1 Customer shall pay the Fees. The initial Fee shall be payable on the date of this agreement, the storage Fees referred to in clause 6.2 below shall be paid 30 days of MLS's invoice for such Fees and (subject to clause 2.3) the annual fees shall be payable on each anniversary of the Commencement Date (or for the upgrades referred to in clause 2.3, the renewal date referred to in that clause). MLS shall invoice the Customer for the initial Fee following the date of this agreement, for the annual Fee (subject to clause 2.3) in advance of each anniversary of the Commencement Date and the storage Fees after the end of the month in which they were incurred.

6.2 MLS shall be entitled to charge the following Fees should the Customer use the storage capacity of the Hosting Service beyond the storage limit of 2GB at any time during a month:

Storage requirement	Monthly cost
>2GB and <5GB	£9.99
>=5GB and <10GB	£19.99
>=10GB and <15GB	£29.99

Should Customer's storage requirement be 20GB or more, MLS shall be entitled to prevent uploads exceeding this figure.

6.3 Customer shall reimburse MLS for all reasonable out of pocket travelling, accommodation and other expenses incurred by MLS in the provision of the Services (or the relevant part thereof).

6.4 Fees and (where applicable) expenses are payable are expressed exclusive of all taxes, charges, duties and levies (such as but not limited to value added tax) which Customer shall pay in addition to the Fees and (where applicable) expenses at the rate and in the manner prescribed by law from time to time.

7 Warranties

7.1 MLS warrants that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this agreement;
- (b) use of the Software and Documentation strictly in accordance with this agreement will not infringe the Intellectual Property or other rights of any third party;
- (c) it shall provide the Services with reasonable skill and care; and
- (d) the Software will for ninety days following commencement of the Hosting Service possess the functionality detailed in the Documentation.

7.2 If Customer notifies MLS in writing of a failure to comply with the warranty in clause 7.1(b) MLS may, in its sole discretion:

- (a) procure the right for all Authorised Users to continue to use the Software and Documentation in question; or
- (b) replace, vary or modify the Software and/or Documentation in question so that they conform to the warranty in clause 7.1(b); or
- (c) terminate this agreement and refund any Fees paid by Customer that became due and were paid during the year in which MLS gave notice to Customer under this clause 7.2.

7.3 If Customer notifies MLS in writing of a failure to comply with the warranty in clause 7.1(d), MLS sole liability and obligation in relation to any breach of this warranty shall (at its option) be to use its reasonable endeavours to remedy any material defect in the Software or refund the initial Fee.

7.4 Customer warrants that it has full capacity and authority and all necessary consents to enter into and perform its obligations under this agreement.

7.5 All warranties, representations, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

8 Liability

8.1 Subject to clauses 8.3 and 8.4, MLS's total aggregate liability to Customer in respect of all causes of action arising out of or in connection with this agreement (whether in contract, strict liability, tort, delictual liability (including negligence), misrepresentation or otherwise) shall not exceed, in the case of loss or damage to tangible property, £50,000 and in any other case the greater of £1,000 and the Fees paid by the Customer.

8.2 Save as provided in clauses 8.3 and 8.4, MLS shall not be liable to Customer for any loss of profit, loss of revenue, loss of or depletion of goodwill, loss of anticipated savings, loss of business opportunity, loss of data or loss of use of data, injury to reputation or any indirect, consequential or special loss or damage, regardless of the form of action, whether in contract, strict liability, tort or delictual liability (including negligence) and regardless of whether either party knew or had reason to know of the possibility of the loss, damage or injury in question.

8.3 Nothing in this agreement shall limit or exclude either party's liability:

- (a) for death or personal injury resulting from negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) for any other liability the exclusion or limitation of which is not permitted by English law.

8.4 The limitations and exclusions of liability in this clause 8 shall not apply to the indemnity in clause 9.1.

8.5 Customer shall assume sole responsibility for the use of the Product by all Authorised Users and Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts

provided to MLS by Customer in connection with the Software and the Services or any actions taken by MLS at Customer's direction.

9 Indemnity

9.1 MLS will indemnify Customer from and against any and all losses, damages, claims, costs and expenses (including legal expenses) suffered or incurred by or awarded against Customer as a result of any claim that receipt of the Services and/or use of the Software or Documentation infringes the Intellectual Property of any third party, provided that:

- (a) MLS is given prompt notice of any such claim;
- (b) Customer provides reasonable co-operation to MLS in the defence and settlement of such claim; and
- (c) MLS is given sole authority to defend or settle such claim.

10 Confidentiality

10.1 Each party shall keep the other's Information confidential and shall not divulge the same to any third party except for the purposes of this agreement or use it itself for any other purpose without the prior written consent of the other party. The Software shall be deemed to be the Information of MLS.

10.2 The provisions of this clause 10 shall not apply to any Information that the receiving party can show:

- (a) is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as a result of a breach of this agreement or any other obligations of confidentiality;
- (b) is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
- (c) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required);
- (d) is approved for disclosure in writing; or
- (e) was developed independently of and without reference to confidential information disclosed by the other party,

provided always that each party shall provide the other with at least ten days' written notice of its intention to rely upon one or more of these exceptions, such notice specifying details of the exception to be relied upon and the information concerned.

10.3 Each party shall be entitled to divulge the other party's Information to its employees, agents, directors, officers, authorised sub-contractors, professional advisors and consultants who have a need to know the same in connection with this agreement provided that the receiving party shall ensure that such persons are aware of and, shall procure that such persons comply with, these obligations as to confidentiality.

11 Publicity

Neither party shall make or issue any announcement or public circular relating to the subject matter of this agreement without the prior written approval of the other.

12 Data Protection

12.1 MLS acknowledges that it may, in providing the Services, have access to data comprising "personal data" under the terms of the Data Protection Act 1998 and that it shall be a "data processor" in respect of such data.

12.2 To the extent that MLS processes any personal data of Customer under this agreement, MLS shall:

- (a) process such personal data only in accordance with such of the Customer's instructions that are consistent with this agreement; and
- (b) take appropriate technical and organisational measures to prevent unauthorised or unlawful processing or, accidental loss or destruction of or damage to such personal data; and
- (c) not transfer the whole or any part of the personal data outside the European Economic Area without Customer's prior written consent.

12.3 Customer hereby grants MLS the right to use any data or information hosted by MLS pursuant to this Agreement free of charge for the purposes of preparing reports on the usage of the Services (such as but not limited to the number and types of books lent to categories of individuals and in geographic areas) and to allow you and MLS's other customers to access a data service containing demographic and category data regarding books lent. These reports may be published by MLS (including to other users of MLS's hosting services) but MLS confirms that in no event shall the reports contain any personally identifiable information (including information that identifies students).

13 Termination

13.1 A party shall be entitled to terminate this agreement immediately upon notice in writing to the other if the other:

- (a) commits an irremediable breach of this agreement; or
- (b) commits a material remediable breach of this agreement and has failed to remedy such breach within thirty (30) days of written notice requiring remediation; or
- (c) makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, scheme of arrangement, receivership, administration, liquidation, bankruptcy or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of a distraint, execution, event of insolvency or event of bankruptcy or any similar process or event, whether in the United Kingdom or elsewhere.

13.2 Save as provided below, each party's rights, liabilities and obligations under this agreement shall cease upon its termination or expiration. Each party's accrued rights and liabilities and the rights and obligations of each party that are expressly or by implication intended to come into force upon, or remain in force following, the termination or expiration of this agreement (including under clauses 6, 8, 10, 13, 15, 18 and 19) shall survive any termination or expiration of this agreement.

13.3 Upon expiration or termination of this agreement for any reason:

- (a) MLS shall cease to provide the Services; and
- (b) all Authorised Users shall stop using the Software and Services; and
- (d) Customer shall promptly and at MLS's option either destroy or deliver to MLS all of MLS's Information and personal data in its possession or control and, if requested to do so by MLS shall certify in writing that it has done so.

14 Assignment & Subcontracting

14.1 Customer shall not assign, transfer or otherwise part with this agreement or the benefits or obligations thereof in whole or in part without the written consent of MLS.

14.2 MLS shall be entitled to assign or transfer this agreement in whole or in part or sub-contract the performance of any part of this agreement to any third party upon written notice to Customer.

14.3 References to a party shall include a reference to its successor and permitted assigns.

15 Third Party Rights

A person who is not a party to this agreement has no right to enforce any of the provisions of this agreement.

16 Notices

Each notice or communication given under or in relation to this agreement shall be in writing and shall be delivered by hand or sent by special delivery post or facsimile to the other party at its address/facsimile number set out below or to such other address/facsimile number as it has previously notified to the sending party in writing. Each such notice shall be deemed to have been served:

16.1 in the case of by hand and special delivery, when actually received; or

16.2 if sent by special delivery mail and returned marked "gone away" or to the like effect, on return of such special delivery mail; or

16.3 if sent by facsimile, on the second working day (being a day other than Saturdays, Sundays and public holidays in the part of the United Kingdom in which the Software is used) after the day of transmission provided that the sending party shall have received an error free transmission report in respect of the notice.

For Customer

The Customer name and address provided in the Order Form.

Facsimile: the number provided in the Order Form

Attention: the contact named in the Order Form

For MLS

Micro Librarian Systems Limited
Arden House, Shepley Lane, Hawk
Green, Marple, Stockport SK6 7JW

Facsimile: 0161 449 0055
Attention: Managing Director

17 Force Majeure

17.1 Subject to clause 17.2, neither party shall be in breach of this agreement, nor liable for any failure or delay in performance of any

obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (a "**Force Majeure Event**"), including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

17.2 The provisions of clause 17.1 shall apply to a party only if it:

- (a) promptly notifies the other parties in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- (b) could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- (c) has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

17.3 If a Force Majeure Event prevails for a continuous period of more than six months, any party may terminate this agreement by giving 14 days written notice to the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

18 **General**

18.1 No variation of or amendment to this agreement shall be effective unless made in writing and signed by the parties (or their authorised representatives).

18.2 The failure or delay of MLS to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right, power or privilege and shall in no way affect MLS's right to later enforce or exercise it, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

18.3 The illegality, invalidity or unenforceability of any provision of, or any part of a provision of, or any right or remedy arising pursuant to this agreement shall not affect in any way the remaining provisions, rights or remedies, which shall be construed as if such illegal, invalid or unenforceable part did not exist.

18.4 This agreement (including the schedules) contains all the terms agreed by the parties in relation to its subject matter and supersedes any and all prior agreements, understandings or arrangements between them, whether oral or in writing in relation to such matters.

18.5 Except as expressly provided in this agreement, neither party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of all or any part of sums due under this agreement.

19 **Governing Law**

19.1 This agreement (including any associated non-contractual disputes or claims) is governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.