

## **BRANDWATCH SERVICES TERMS AND CONDITIONS – Last updated 1 July 2015**

This agreement consists of: these Services Terms and Conditions (“**T&Cs**”), the Service Level Agreement (“**SLA**”), and an order form, which is a document that specifies the Services we will provide to you and has the title of order form (“**Order Form**”) (collectively, the “**Agreement**”). You are the party identified on an Order Form as “**Customer**” and we refer to you as “**you**”. We are Runtime Collective Limited (doing business as Brandwatch) (“**we**”, “**us**” or “**Brandwatch**”). Our registered office address is at Sovereign House, Church Street, 1<sup>st</sup> Floor, Brighton, BN1 1UJ, United Kingdom. Our company number is 3898053 and our VAT number 754 7507 10.

### **1. DEFINITIONS**

1.1. Defined terms are defined below or elsewhere in this Agreement.

<b>Applicable Law</b>	means any applicable statutes, laws, rules, regulations, codes and ordinances (whether federal, state, local, or foreign), any judicial or administrative court rulings or judgments that have binding precedent, or any other binding requirement or duty applicable to a party.
<b>Analysis</b>	means our analytic insights about Data, including the sentiment of a Mention, a ranking of the impact of an author, the ranking of a Site, and any other analyses we may make about Data from time to time.
<b>Brandwatch Analytics</b>	means our social media monitoring application that allows you to create and save Queries and displays your Data and Analysis.
<b>Brandwatch Vizia</b>	means our customizable application that displays and visualizes Brandwatch Analytics and other data.
<b>Data</b>	means any Mention and any other information relating to or about a Mention.
<b>Intellectual Property Rights</b>	means all patents, rights to inventions, utility models, copyright and related rights, trade marks, 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 rights, 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.
<b>Mention</b>	means a specific piece of information that satisfies a Query, including a blog entry, a Tweet, or a Facebook post.

<b>Query</b>	means a combination of words, phrases, categories, and/or search operators used to define a search of our information database.
<b>Site</b>	means any webpage that we crawl.
<b>User</b>	means a user who uses the Services under your account, irrespective of account type, including any user of an Agency Client or Reseller Client.

## 2. WHAT YOU CAN EXPECT FROM US

2.1. **The Services:** We will provide you with the services set out in a mutually agreed Order Form (“**Services**”) during the term of this Agreement, subject to this Agreement’s terms and conditions. With respect to Brandwatch Analytics and Brandwatch Vizia, the content and functionality of each may change from time to time during the term of this Agreement, including offering new or changing existing Analysis or changing the content of our database (for example adding or removing Sites or data that is licensed to us by a third party). Any such change we make is within our sole discretion, provided that it will not materially decrease the functionality or performance of the Services.

2.2. **Types of account:** We offer three different types of account: (a) a “**Brand Account**”, which is an account where you use the Services for your own commercial purposes only; (b) “**Brandwatch for Agencies**”, which is an account where you use the Services for your own commercial purposes and: (i) you use the Services for your clients (“**Agency Clients**”) for their commercial purposes; and/or (ii) you procure the Services for use directly by your Agency Clients; or (c) a “**Reseller Account**”, which is an account where we permit you to sell our Services to a third party (“**Reseller Client**”) and where you have no rights to use the Services yourself other than as set out in elsewhere in this Agreement. Your account type is set out in an Order Form.

2.3. **Offer:** When we send you an Order Form, it is an offer by us to provide you with the Services set out on that Order Form. This Agreement is formed and effective when we receive the signed Order Form from you. Each Order Form we enter into is a separate agreement between you and us.

2.4. **Warranties:** We warrant that during the term of this Agreement, we will: (a) provide the Services with reasonable skill and care; and (b) maintain all necessary licenses, consents, and permissions necessary for the performance of our obligations under this Agreement.

2.5. **Users and User admin:** We will provide one or more of your Users with an administration account to administer other Users, including limiting or adding access, use, and/or view rights within Brandwatch Analytics and/or Brandwatch Vizia. Once we have provided the User you designate with an administration User account, the administration controls are solely your responsibility. You will comply at all times with our administration requirements from time to time.

2.6. **Brandwatch for Agencies permissions:** This clause 2.6 applies only if your account type is Brandwatch for Agencies. We will permit you to: (a) market the Services to potential Agency Clients; and (b) set up Agency Clients within Brandwatch Analytics who can use the Services (via yourself and the parameters of your account), all in accordance with this Agreement.

2.7. **Reseller Account permissions:** This clause 2.7 applies only if your account type is a Reseller Account. We will: (a) appoint you as a non-exclusive reseller of our Services in the location(s) set out in the Order Form; (b) permit you the right to demonstrate, promote, market, and sell the Services to potential customers in such location(s) (“**Reseller Services**”); and (c) provide the Services to the Reseller Clients we have expressly approved, in accordance with the Reseller sales approval process.

2.8. **Exporting Data:** Brandwatch Analytics may permit you to export Data. We do not warrant or guarantee that any Data, or part thereof, is exportable at all or through any specific means. Although you are solely responsible for any use you make of exported Data, this Agreement applies to your use of exported Data as if such Data were within Brandwatch Analytics.

2.9. **Fair Use:** All Queries are subject to fair use limits, which we define from time to time in our sole discretion. For example, you will violate fair use limits if we believe a Query tracks all, or a significant part, of our database (for example, searching for all English football clubs in one Query). In cases where we believe a Query has violated these fair use limits, we reserve the right to prevent the Query or only return a sample of Mentions.

### 3. WHAT WE EXPECT FROM YOU

3.1. **Responsibility:** All Users must comply with all of the obligations set out in this Agreement. You are responsible for any use you, your Agency Clients and Reseller Clients (as applicable), and your Users make of the Services (including, for the avoidance of doubt, Users of Agency Clients and Reseller Clients). You will procure that Users comply with the terms of this Agreement as if they were you. You are also responsible for any use you make of any materials exported from or otherwise derived or downloaded from the Services (for example, by preparing a marketing campaign based on Analysis), during and after the term of this Agreement.

3.2. **Warranties:** You warrant that as of the effective date and during the term of this Agreement: (a) you have the authority to enter into this Agreement; (b) you will comply with the Brandwatch Analytics and Brandwatch Vizia usage guidelines we may publish and update, and any other instructions, rules, or restrictions we may notify you of, from time to time; and (c) when using the Services, you will comply with, and each User will agree to, the Twitter Terms of Service from time to time, usually located at <http://twitter.com/tos>.

3.3. **Password protection:** You are solely responsible for the user IDs and passwords that may be required for your Users to use the Services. It is your responsibility to ensure that user IDs and passwords are kept safe and confidential. You will promptly notify us upon discovery if the security of a User ID or password is, may have been, or may be compromised.

3.4. **Data processing.** You will, and you will procure that all Users, Agency Clients and Resellers Clients (including, for the avoidance of doubt, Users of Agency Clients and Reseller Clients), comply with all Applicable Law, including Applicable Law relating to or about data protection, privacy and information security, whether now or in the future, when processing any personally identifiable information in connection with the Services (including in respect of any Data you export).

3.5. **You agree not to do any of the following:** You will not use the Services: (a) other than as permitted elsewhere in this Agreement, to: (i) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any part of the Services in any form or media or by any means; (ii) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the Services; or (iii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, create derivative works of, or commercially exploit or make available the Services to a third

party (save as expressly permitted by us elsewhere in this Agreement in respect of Brandwatch for Agencies and Reseller Accounts); (b) for any purpose which infringes a third party's rights (including a third party's privacy rights or Intellectual Property Rights); (c) to violate Applicable Law; (d) to communicate any material which is obscene, defamatory, offensive or abusive; (e) for spamming, hacking or similar activities; or (f) for any other use which we may determine, within our sole reasonable discretion, may be detrimental to us or our customers' business operations, reputation, and/or goodwill.

3.6. **Contacting us:** Only key supported Users whom we approve to you in writing may contact us ("**Key Supported User**"). If anybody other than a Key Supported User contacts us for any reason via any method, we reserve the right to refer you to a Key Supported User who can contact us.

3.7. **Brandwatch for Agencies restrictions:** This clause 3.7 applies only if your account type is Brandwatch for Agencies. You will: (a) not permit a User to use the Services who is not your employee (irrespective of whether that individual works for a corporate affiliate) save to the extent otherwise authorized under clause 3.7(b); (b) only permit Users of Agency Clients to use the Services pursuant to an executed Order Form setting out that Agency Client; (c) only permit access to the Services in the location set out on an Order Form; and (d) comply with the advertising and marketing materials provided by us from time to time related to your use and description of our Services and our intellectual property rights ("**Advertising Instructions**").

3.8. **Reseller Account restrictions:** This clause 3.8 applies only if your account type is a Reseller Account. You will: (a) only provide Reseller Services in accordance with the Advertising Instructions and to Reseller Clients we have approved via the Reseller sales approval process; (b) not make any commitment, representation, or warranty in respect of the Services other than as expressly agreed in this Agreement or otherwise indicated by us in writing; (c) undertake all training, at your own cost and expense, that we reasonably require of you from time to time, to enable you to provide the Reseller Services properly; (d) not offer, not attempt to offer, or if so requested by us cease to offer, our Services to any existing Brandwatch customer or potential customer we identify; (e) conduct yourself in a manner that reflects favourably on us at all times; (f) keep complete and accurate records showing clearly all enquiries, quotations, transactions, proceedings, and other relevant records relating to the Reseller Services ("**Reseller Records**"); (g) provide upon request all Reseller Records or any other information we may reasonably require relating to this Agreement; and (h) only describe yourself as an "Authorized Reseller" of the Services.

#### 4. FEES

4.1. **Paying the Fees:** You must pay us the fees for our Services ("**Fees**"), within the time frame, in the amount and currency, and by the method, all as set out in an applicable Order Form. You are responsible for paying the Fees for your Agency Clients and/or Reseller Clients (as applicable). If you delay providing us with a purchase order number, or your payment of the Fees is otherwise late, we reserve the right to charge you interest equal to the lesser of 1.5% per month or the maximum legal rate of interest that we may lawfully charge you under Applicable Law, as well as other costs we incur as a result of your delay.

4.2. **Taxes:** The Fees are exclusive of any legally applicable taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). If we have the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.3. **Increases:** On or after each anniversary of the effective date of this Agreement, we reserve the right to increase the Fees by the greater of: (i) the most commonly accepted measure (as determined by us in good faith) of inflation of the currency of the Fees at the date of the increase; or (ii) 3.5%.

4.4. **Enforcement Costs:** We reserve the right to collect from you our reasonable costs and necessary disbursements and attorney's' fees incurred in enforcing this Agreement, including any costs for the collection of monies from you.

## 5. CONFIDENTIAL INFORMATION

5.1. **Confidential Information:** Confidential Information means any information that is disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) that is expressly marked as confidential or that a reasonable person under the circumstances would understand to be confidential. Our Confidential Information includes Data, trade secrets, non-public copyrighted materials including, the source and object code for the Services, other non-public technical information about the Services, business or financial information, information about upcoming service releases, our product roadmap, and (subject to our rights under clause 10.4) this Agreement. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

5.2. **Strict confidence:** Each party will hold in strict confidence, and will not use other than for the purposes of performing its obligations under this Agreement and/or using the Services, all Confidential Information of the other party. Nothing in this clause 5 prevents the Receiving Party from disclosing the Confidential Information of the Disclosing Party to its corporate affiliates, legal advisers, or accountants where required, provided that the party so disclosing will remain responsible for its obligations and for the use (and any disclosure) of the Confidential Information made by its corporate affiliates, legal advisers, or accountants.

## 6. INTELLECTUAL PROPERTY

6.1. **Our Intellectual Property Rights:** We, or our licensors, own all Intellectual Property Rights in the Services, including Brandwatch Analytics, Brandwatch Vizia, any Data, any Analysis and any Queries (whether written by you or us). No Intellectual Property Rights of any kind are granted to you, except as expressly stated otherwise in this Agreement.

6.2. **Your Intellectual Property Rights.** Depending on the functionality of the Services from time to time, you may be able to import your own data to Brandwatch Analytics and/or Brandwatch Vizia (“**Imported Data**”). You grant to us a non-exclusive, non-transferable, royalty-free license to process Imported Data for the purposes of providing you with the Services. You will have the necessary rights and consents in the Imported Data so that, as processed by us, such data will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third party or violate any Applicable Law.

6.3. **Brandwatch for Agencies and Reseller license:** If you have Brandwatch for Agencies or a Reseller Account, we grant to you a non-exclusive, non-transferable and non-sublicensable license to display our trade names, trademarks, service marks, logos, and domain names only for the purposes of promoting our Services or providing Reseller Services in the location(s) set out in an Order Form; and, in any event, in accordance with our Advertising Materials.

6.4. **License to use your feedback:** You grant to us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement

request, recommendation, correction, or other feedback provided by you or your Users arising out of, related to, or in connection with the Services. If we do this, you will not own or have rights to any part of the Services, which will remain exclusively ours.

## 7. TERM AND TERMINATION

7.1. **Term:** The “Initial Term” of this Agreement will be, from the effective date, the period designated as such on the Order Form, unless terminated sooner in accordance with this Agreement. After the Initial Term, the Agreement automatically renews for successive periods equal to the Initial Term (each a “**Renewal Term**”) unless a party gives at least 30 days notice of intent to terminate prior to the expiration of the then-current Initial Term or Renewal Term (as applicable), such notice to be effective at the end of the then-current term.

7.2. **Mutual termination:** A party may terminate this Agreement if: (a) the other party is in material breach and, if remediable, following being notified in writing of such breach, the breach is not remedied within 30 days thereafter; or (b) if the other party becomes the subject of a petition in liquidation or any other proceeding relating to insolvency, receivership, administration, liquidation or assignment for the benefit of creditors.

7.3. **Our termination rights:** Notwithstanding anything else in this Agreement, we reserve the right, within our sole discretion, to suspend or terminate this Agreement immediately if: (a) you fail to pay any Fees by their due date and the default in payment lasts more than 30 days after being notified in writing of the default; (b) we determine that you are purposefully delaying providing us with a purchase order number; (c) you breach clause 3.5; or (d) we have good faith concerns about your financial solvency.

7.4. **Accrued rights and liabilities:** Termination of this Agreement, however arising, does not affect the accrued rights and liabilities of the parties as at termination. In respect of Brandwatch for Agencies accounts, if the Initial Term or Renewal Term of this Agreement ends and is not extended, for whatever reason, any Agency Client whose contract term with you (“**Agency Client Term**”) continues beyond the date of expiry of the Initial Term or Renewal Term will continue to receive the Services until expiry of their Agency Client Term. During the Agency Client Term, you will have no right to use the Services yourself, but will remain responsible for all Fees in respect of such Agency Clients.

7.5. **Early termination:** Unless you terminate this Agreement in accordance with clause 7.2(a), you will remain responsible for paying all of the Fees until the end of the Initial Term or Renewal Term (as applicable) as if the Agreement were still valid. Subject to the preceding sentence, any such unpaid Fees become immediately due as of the date of notice of termination. Unless this Agreement is terminated by you in accordance with clause 7.2, irrespective of the reason for termination, you have no right to a refund of any Fees you have already paid.

7.6. **Transition:** In respect of Reseller Accounts, upon notice of termination by either party for any reason, Reseller will provide Brandwatch reasonable support, including providing the contact information of Reseller Clients, to transition such Reseller Clients to a direct relationship with us or a third party identified by us in order to seamlessly continue the provision of the Services to Reseller Clients.

7.7. **Surviving termination:** The following clauses survive termination of this Agreement: 1, 2.8, 3.1, 3.4, 4.1, 4.2, 4.4, 5, 6, 7.4, 7.5, 7.7, 8, 9, and 10.

## 8. EXCLUSION AND LIMITATION OF LIABILITY

8.1. **What we’re always liable for:** Nothing in this Agreement excludes or limits our liability for any liability that cannot be excluded or limited under Applicable Law (such as fraud).

**\*\*\*IMPORTANT: PLEASE READ SECTIONS 8.2-8.4 CAREFULLY AS THEY EXCLUDE AND/OR LIMIT OUR LIABILITY TO YOU\*\*\***

8.2. **Losses we're never liable for:** Subject to clause 8.1, we exclude all liability, whether in tort (including for negligence), breach of statutory duty, contract, misrepresentation, restitution or otherwise, direct or indirect, whether foreseeable, known, foreseen, or otherwise, for any: (a) lost profits (of any kind); (b) loss of goodwill; (c) loss of business; (d) failure to process data adequately; (e) loss or corruption of data or information; or (f) for any special, indirect, or consequential loss, costs, damages, charges, or expenses, however arising.

8.3. **Other important exclusions of loss:** (a) To the maximum extent allowed by Applicable Law, other than as expressly set out in this Agreement, we exclude all warranties, conditions, representations, or other terms, whether express or implied. (b) Subject to clauses 2.4 and 8.1, we make no warranties or representations: (i) about the truth or accuracy of our Analysis or that the Services will result in any positive benefit to you, your customers, or any other third party; (ii) that the Services may enable or assist you to access third party Sites and we have no liability or obligation whatsoever, in respect of the same; and (iii) that, since the Services are dependent on information obtained via the Internet, the Internet will be available when needed, and we therefore exclude all liability due to Internet outages or other failures in communications networks and/or facilities.

8.4. **Liability cap:** Other than the indemnity we provide to you in clause 9.2 which is not limited by this clause 8.4, but subject always to clauses 8.1, 8.2 and 8.3, our total liability, however arising, will under no circumstances exceed in aggregate, the greater of: (1) £15,000; or (ii) 110% of the total amount of Fees paid to us pursuant to this Agreement for the 12 months immediately preceding the date any first claim arose.

## 9. INDEMNITY

9.1. **When you indemnify us:** You agree to defend, indemnify and hold us, our officers, directors, employees, agents, and companies under common ownership or control with us, harmless against any claims, demands, actions, proceedings, losses, liabilities, damages, expenses and costs (including court costs and reasonable attorneys' fees), whether direct or indirect (collectively "**Losses**"), arising out of, related to, or in connection with, any breach, act, omission, or non-compliance by you (including by your Agency Clients, Reseller Clients, or any other User) of any of the provisions of clauses 3.5(a), 3.5(c), 3.5(e), 5, 6.2, or 6.3.

9.2. **When we indemnify you:** We agree to defend, indemnify and hold you harmless against any Losses arising out of, related to, or in connection with, a claim against you that your use of the Services infringes the Intellectual Property Rights of a third party ("**IP Indemnity**"). The IP Indemnity is subject to you: (a) giving us prompt notice of any such claim; (b) giving us the sole authority to determine whether to defend the claim ourselves, permit you to defend the claim, or settle the claim; and (c) if we permit you to defend the claim, not settling the claim without our prior written approval of the proposed settlement.

9.3. **When the IP Indemnity does not apply:** The IP Indemnity does not apply to the extent that the claim is based on: (a) a modification of the Services by anyone other than us; (b) your use of the Services in a manner contrary to your obligations under this Agreement or our reasonable instructions; or (c) your continued use of the Services after we have notified you of the alleged or actual infringement from us or any appropriate authority and requested you to stop using the Services. In the defence or settlement of any claim relating to the IP Indemnity, we may procure the right for you to continue using the Services, replace

or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on three days' notice to you without any additional liability to make any payment to you (save for a refund in respect of any Fees paid in advance and not used for the time remaining in the then-current term, pro rata).

## 10. GENERAL

10.1. **Privacy:** We reserve the right to monitor and audit your use of the Services at any time. Our Privacy Statement has additional information about our data privacy practices.

10.2. **Rules of interpretation:** The following rules of interpretation apply to this Agreement: (a) the words "include", "including", "in particular" or "for example" are deemed to have the words "without limitation" following them; and (b) references to the singular include the plural and vice versa.

10.3. **Force Majeure:** Neither party is liable for a breach caused by an event beyond its reasonable control, including a natural disaster, war, riot, terrorist action, civil commotion, malicious damage, government action, industrial action or dispute, fire, flood, storm, or failure of third party telecommunications, or other services ("**Force Majeure**").

10.4. **Publicity:** With your prior written consent, we may issue a public statement or communication, or otherwise disclose that you are our customer.

10.5. **Invalidity:** If any term of this Agreement is found invalid, illegal or unenforceable, the rest of the Agreement remains in effect.

10.6. **No waiver:** A delay or failure by us to enforce a term of the Agreement is not a waiver of that right and does not prevent us from later enforcing that or any other term.

10.7. **Notice:** Subject to the next sentence, you will send all notices to Brandwatch to legalnotices@brandwatch.com and we will send our notices to you to the email address listed in an Order Form. Each party will deliver all notices in respect of legal service or material breach by recorded delivery: in respect of Brandwatch, our registered office address as set out above; and in respect of you, your address as set out in an Order Form. A notice is received: in respect of email, 24 hours after it is sent, and, in respect of recorded delivery, three London, UK business days after posting.

10.8. **Assignment:** You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with this Agreement or any right, benefit or interest under it, nor transfer or novate (or sub-contract any of your obligations under it) (each of these, an "Assignment") without our prior written consent, and any Assignment without our prior written consent is null and void.

10.9. **Anti-bribery:** The parties will: (i) comply with all Applicable Law relating to anti-bribery or anti-corruption; (ii) not engage in any act which, if it had occurred in the United Kingdom or the United States would have violated Applicable Law relating to anti-bribery or anti-corruption; and (iii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

10.10. **Entire agreement:** This Agreement, including materials incorporated herein by reference, constitutes the complete and exclusive statement of agreement and understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements, or representations, whether oral or written, with respect its subject matter. You acknowledge and agree that no representations were made prior to the entering into of this Agreement and that, in entering into this Agreement, you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out or referred to in this Agreement. Nothing in this Agreement will exclude or limit our liability for



fraudulent misrepresentations or will exclude (but this Agreement does limit) our liability for any fundamental misrepresentation. The only remedy available to you for breach of this Agreement will be for breach of contract under the terms of this Agreement.

10.11. **Order of priority:** If there is a conflict between any part of this Agreement: an Order Form prevails over these T&Cs, which prevails over the SLA. The English version of these T&Cs prevails over any non-English version.

10.12. **Third party rights:** Nothing in this Agreement creates or confers any rights or other benefits in favour of any person other than the parties to this Agreement even if that person has relied on any such term or has indicated to any party to this Agreement its assent to any such term. However, the third parties listed in clause 9.1 have such rights conferred on them as set out in that clause, provided that no consent from such third party is required in relation to any rescission, amendment, or variation to or termination of this Agreement, notwithstanding any reliance on or indication of assent to any term of this Agreement by such party.

10.13. **No agency:** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

10.14. **Governing law and jurisdiction:** The law that applies in any lawsuit arising out of, related to, or in connection with, this Agreement is set out in the table below. However, the governing law will not include the application of such law's choice of law principles. Furthermore, you agree to exclusive personal jurisdiction and venue in the dispute resolution forum(s) set out in the table below in case of any such lawsuit, including non-contractual disputes or claims, arising from or on in connection with this Agreement. In case of arbitration, the award of the arbitrator will include a written explanation of the decision, be limited to remedies otherwise available under this Agreement and will be binding upon the parties and enforceable in any court of competent jurisdiction. Any provisional or equitable remedy that would be available from a court of law will be available from the arbitrator to the parties in such proceeding.

<b>If your location in an Order Form is:</b>	<b>The governing law is:</b>	<b>The dispute resolution forum having exclusive jurisdiction is:</b>
The United Kingdom, a country in the European Economic Area, or Switzerland	English	English courts
United States of America	New York law and controlling United States federal law	The state and federal courts of the United States located in the State of New York, City of New York
Anywhere outside of the above mentioned countries	English	Arbitration by a single arbitrator experienced in the computer software and computer consulting service industries by mutual agreement of the parties, or failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by a

		President or Vice President of the Chartered Institute of Arbitrators.
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10.15. **Waiver of Jury Trial: PLEASE NOTE THE FOLLOWING:** each of the parties irrevocably waives all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.