

AUTOFLOW LTD STANDARD TERMS AND CONDITIONS OF SUPPLY

1. Definitions and Interpretation

- 1.1 In this Agreement the following phrases shall have the following meanings:
- Agreement:** the agreement relating to the supply of any AutoFlow System, including installation, training, Support Services, AutoFlow Hosted Service, and any Equipment, which agreement shall comprise the Purchase Order and these terms and conditions of supply;
- AutoFlow:** AutoFlow Limited, a company incorporated in England (company number 4061932) having its registered office at Wellington House, The Embankment, Wellingborough, England, NN8 1LD;
- AutoFlow Hosted Service:** the internet installation of an AutoFlow System, accessible by the Client and hosted by AutoFlow as detailed in the Purchase Order supplied in accordance with condition 7
- AutoFlow Hosted Service Charges:** the charges detailed in the Purchase Order, which charges are expressed as an advanced installation fee per user and a monthly maintenance amount;
- Upgrade:** any new version of, or enhancement, addition or patch to an AutoFlow System;
- AutoFlow System(s):** any of AutoFlow System(s) purchased by the Client and detailed within the Purchase Order which may consist of AutoFlow 4:G (including various modules and associated services), React, Repex, Checkmate, Arcus, Sirius and any other AutoFlow System which may be developed and offered for purchase by the Client from time to time;
- Charges:** the Initial Charges, the Subscription Charges, AutoFlow Hosted Service Charges, and any other charges or fees detailed in the Purchase Order which are payable by the Client;
- Client:** the person or party detailed in the Purchase Order which shall include the person who authorises the quotation on behalf of the Client;
- Content:** means any data that is being or has been processed by any AutoFlow System, and any output generated by that system.
- Daily Rate:** the charging rate detailed in the Purchase Order, which rate is determined on the basis of an eight (8) hour working day.
- Data Capture Form:** the form issued by AutoFlow to the Client designed to capture all of the relevant information prior to any AutoFlow System installation.
- Data Controller:** has the meaning given to it in the Data Protection Laws;
- Data Processor:** has the meaning given to it in the Data Protection Laws;
- Data Protection Laws** means (i) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the DPA and the GDPR (on and from 25 May 2018), as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (ii) any code of practice or guidance published by any relevant Regulator from time to time;
- Defect:** a material failure of an AutoFlow System to meet its functionality;
- DPA:** means the Data Protection Act 2018 (superseding the Data Protection Act 1998);
- Equipment:** the computer equipment (if provided for in the Purchase Order) to be supplied in accordance with condition 9;
- Equipment Charges:** the charges detailed in the Purchase Order, which may or may not be incorporated in the Initial Charges;
- GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 and the Act;
- Hardware Requirement Document:** the document setting out details of the computer equipment necessary to ensure the proper performance of an AutoFlow System
- Minimum Term:** (subject always to early termination under condition 16 below) that number of calendar years detailed in the Purchase Order, the first of which shall commence on the Installation Date;
- Initial Charges:** the initial charges detailed in the Purchase Order as a "one time subtotal", which for the avoidance of doubt shall include the licence fees for use of an AutoFlow System together with the charges for installation and training;
- Installation:** installation, configuration of or access to an AutoFlow System so that it is capable of functioning materially in accordance with AutoFlow's instructions, in a live environment. The terms "Install" and "Installed" shall be construed accordingly;
- Installation Date:** the date on which an AutoFlow System has actually been installed at the Site and is operating in a live environment;
- Intellectual Property Rights:** the copyright, design rights, database rights, patents, trade secrets and know-how (whether or not registered) and applications for any of them and any rights of any such nature anywhere in the world;
- Personal Data:** has the meaning given to it in the DPA/GDPR;
- Purchase Order:** the quotation accepted by the Client, by its authorised representative, and automatically executed into a Purchase Order which is attached to these terms and conditions of supply;
- Repex:** means AutoFlow's centralised data capture platform that supports a wide range of reporting and business requirements;
- Site(s):** the location(s) detailed in the Purchase Order and/or Data Capture Form;
- Special Conditions:** any special terms and conditions agreed by AutoFlow and the client in writing, which terms and conditions shall also form part of this Agreement;
- Staff:** means all employee's, agents, consultants, and sub-contractors working on behalf of either party;
- Subscription:** the service relating to the support of an AutoFlow System, to be supplied in accordance with condition 6;
- Subscription Charges:** the charges detailed in the Purchase Order;
- Support Services** means remote assistance provided by AutoFlow to the Client for those issues set out in clause 6.2.
- User(s)** means those of the Client's Staff permitted to access and use an AutoFlow System
- Web App:** means an application which runs on a remote server rather than a local computer-based operating system, accessible over the internet via a web browser;
- Web App Requirement Document:** the document setting out details of the computer equipment, associated software, web browsers and connection speed necessary to ensure the proper performance of an AutoFlow Web app.
- Website:** means: <https://autoflow.ltd.uk>

- 1.2 If there is any conflict, inconsistency or ambiguity when interpreting this Agreement, the following order of precedence shall always apply to its interpretation:

- (a) firstly, any Special Conditions;
- (b) secondly, any additional terms and conditions indicated in the Agreement as being available on the Website; and
- (c) finally, these terms and conditions.

- 1.3 The Client acknowledges and accepts that AutoFlow may, subject to notification via its Website, or any other means, amend the terms of the Agreement from time to time. By continued acceptance of services, the amended Agreement shall immediately become binding upon the Client.

2. TERM

- 2.1 This Agreement shall become binding upon acceptance, by the Client, of the quotation issued by AutoFlow, which quotation shall for the purposes of this Agreement be automatically executed as the Purchase Order. The Parties agree that the licence referred to in condition 3, relating to any AutoFlow System, the Subscription for Support Services and if applicable the AutoFlow Hosted Service shall commence on the Installation Date and continue for the Minimum Term.
- 2.2 Subject always to condition 2.3, following expiry of the Minimum Term, this Agreement shall automatically renew for further subsequent terms equal of twelve (12) calendar months ("**Subsequent Term**"), and AutoFlow shall invoice the Subscription Charges and the AutoFlow Hosted Service Charges payable as set out in the Purchase Order accordingly, unless either party has given the other at least one (1) calendar months' notice in writing of their intention to terminate this Agreement prior to the expiry of the Minimum Term or any Subsequent Term.
- 2.3 If the Client provides notice to terminate for whatever reason, such termination shall not relieve the Client of the obligation to pay any Subscription Charges or AutoFlow Hosted Service Charges accrued or due for payment to AutoFlow prior to the effective date of the termination. For clarity and the avoidance of doubt, if the Client fails to provide the required notice to terminate prior to the start of any Subsequent Term or elects to terminate during any Subsequent Term, the remaining amount of Subscription Charges and AutoFlow Hosted Service Charges due for payment shall remain payable by the Client.
- 2.4 As a consequence of the licence protection systems built into the AutoFlow System, the Client acknowledges that the AutoFlow System may automatically deactivate if this Agreement is not renewed beyond the Minimum Term or Subsequent Term.
- 2.5 The Client acknowledges that the Subscription Charges and the AutoFlow Hosted Service Charges are only fixed for the first (1st) calendar year of the Minimum Term. On each anniversary of the Installation Date, AutoFlow reserves the right to increase the Annual Support Service Charges and AutoFlow Hosted Service Charges, provided that such increase:
- (a) does not exceed the Office for National Statistics published RPI inflation rate for the previous month of April; and
 - (b) is notified to the Client at least forty-five (45) calendar days prior to the anniversary of the Installation Date, so as to give the Client the opportunity to terminate this Agreement in accordance with condition 2.2.

3. LICENCE

- 3.1 Subject always to the Client procuring the Subscription for Support Services in accordance with condition 6, AutoFlow hereby grants to the Client a non-exclusive, non-transferable, non-sub-licensable, revocable right and/or a licence for the duration of this Agreement to utilise an AutoFlow System at the Site(s), by the Users on the number of terminals contemplated by the Purchase Order.
- 3.2 An AutoFlow System is to be used by the Client for its own internal purposes only. Save as expressly set out in this Agreement, the Client shall not use an AutoFlow System on behalf of any third party, in excess of the agreed number of Users, aligned to the Site(s) specified in the Purchase Order.
- 3.3 The Client shall follow all reasonable instructions given to it by AutoFlow from time to time with regard to the use of an AutoFlow System. The Client shall permit AutoFlow, on reasonable notice and at AutoFlow's expense, to verify that the use of an AutoFlow System is within the terms of this Agreement.
- 3.4 The Client shall not disassemble, decompile or reverse engineer an AutoFlow System, and any alleged or actual breach shall be construed as a material breach incapable of remedy for which AutoFlow shall seek recovery of losses, damages and any associated professional expenses incurred as a result of the infringement of its Intellectual Property Rights and the Agreement shall be terminated forthwith
- 3.5 The Client may request AutoFlow to integrate an AutoFlow System with any third-party programs used by the Client, subject to agreement of the scope of works, including timescales, and fees payable to AutoFlow,
- 3.6 The rights provided under this condition 3 are granted to the Client only, and shall not be considered granted to any associated, subsidiary or holding company of the Client.
- 4. FEES AND PAYMENT**
- 4.1 In consideration of the Client agreeing to purchase any AutoFlow System, the Client agrees to pay AutoFlow the Charges.
- 4.2 Once the Agreement is binding and effective, AutoFlow shall subsequently raise an invoice for payment of the Charges; which invoice may also include a schedule detailing any dates (including any tax point dates) on which the Charges (and any associated instalments) must be paid by the Client.
- 4.3 If any invoice does include a payment schedule, any Charges included in that invoice shall be paid by way of direct debit on the specified payment date. The Client agrees to complete the direct debit mandate accompanying the Purchaser Order.
- 4.4 If any invoice does not include a payment schedule, any Charges included in that invoice shall be paid in full by electronic bank transfer within fourteen (14) days of the date of that invoice.
- 4.5
- 4.6 All sums due to AutoFlow under this Agreement are exclusive of VAT, import tariffs, any ad-hoc service charges and all reasonable expenses incurred (travelling, accommodation and subsistence) during the provision of integration and/or installation services which will be re-charged to the Client.
- 4.7 AutoFlow may, at its sole discretion, suspend or terminate its performance of this Agreement, if any of the Charges remain outstanding at any time.
- 4.8 AutoFlow shall charge the Client interest on any overdue amount, payable by the Client forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 8% per annum above the base rate for the time being of the Bank of England. Such interest shall accrue on a daily basis and be compounded quarterly. AutoFlow reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5. INSTALLATION AND TRAINING**
- 5.1 On the date of this Agreement, the date of Installation may not be known. If such date is not known, AutoFlow and the Client shall in good faith take steps to agree the date of Installation.
- 5.2 Prior to Installation, the Client shall request the Hardware and Web App Requirement Document from AutoFlow. The use and performance of an AutoFlow System is entirely reliant upon the contents of the Hardware and Web App Requirement Document being satisfied and complied with at all times.
- 5.3 Where AutoFlow is prevented or delayed from commencing or completing Installation, due to circumstances within the reasonable control of the Client (for example its failure to ensure the Hardware and Web App Requirement Documents have been complied with), the Client shall indemnify AutoFlow for all reasonable costs and expenses incurred or suffered as a consequence of such delay, including accommodation costs and those associated with the wasted allocation of its Staff.
- 5.4 Unless detailed in the Purchase Order no provision is made in this Agreement for any additional training over and above that which is detailed in the Purchase Order, which training (if requested) shall be delivered by AutoFlow on a time and materials basis (plus reasonable expenses incurred) with reference to the Daily Rate.
- 6. SUPPORT SERVICES**
- 6.1 In consideration for payment by the Client of the Subscription Charges, AutoFlow shall supply Support Services.
- 6.2 The Support Services relate only to an AutoFlow System and shall be delivered remotely during normal working hours (Monday to Friday 9:00am to 5:00pm, (UK bank holidays and weekends excluded). Support Services shall be limited to the following services, subject always to the Client making contact with AutoFlow to request assistance:
- (a) fault diagnosis, defect and error correction, subject to condition 6.3;
 - (b) reasonable and limited support, advice, and assistance;
 - (c) installation of any Upgrades.
- 6.3 The Support Services do not extend to dealing with any defects or errors resulting from: (a) unauthorised modifications or changes by any third party, User or Client Staff to an AutoFlow System; or (b) any issues associated with non-compliance with the Hardware and Web App Requirements Document(s). Whilst AutoFlow shall use reasonable commercial endeavours to assist with the resolution of such defects or errors, it cannot guarantee that it will be able to do so and reserves the right to charge for its efforts on a time and materials basis (plus reasonable expenses incurred) with reference to the Daily Rate.
- 6.4 The supply of the Support Services is dependent upon the Client's compliance with the Hardware and Web App Requirements Document(s)
- 7. AUTOFLOW HOSTED SERVICE**
- 7.1 In consideration for payment by the Client of the AutoFlow Hosted Service Charges, AutoFlow shall supply the AutoFlow Hosted Service.
- 7.2 The AutoFlow Hosted Service relates only to the installation of any AutoFlow software in dedicated Client server environments held within AutoFlow's secure UK based datacentres. AutoFlow shall make reasonable, commercial endeavours to provide accessible hosted services outside of normal working hours, subject to any scheduled or unplanned maintenance. The Client may request specific assistance which shall be delivered remotely during normal working hours (Monday to Friday 9:00am to 5:00pm, UK bank holidays and weekends excluded).
- 7.3 The AutoFlow Hosted Service does not extend to dealing with any defects or errors resulting from:
- (a) unauthorised internet browsing software to establish a secure connection, or unauthorised third-party remote desktop applications;
 - (b) any issues associated with devices and peripherals which do not explicitly support the use of the Microsoft remote desktop protocol; or
 - (c) any issues resulting from or in connection with anomalous network activity or compromised computer operating system.
- Whilst AutoFlow shall use its reasonable commercial endeavours to assist with the resolution of such defects or errors, it cannot guarantee that it will be able to do so and reserves the right to charge for its efforts on a time and materials basis (plus reasonable expenses incurred) with reference to the Daily Rate.
- 7.4 The supply of the AutoFlow Hosted Service is dependent upon the Client's compliance with the Hardware Requirements Document.
- 7.5 Separate to the Data Protection provisions already contemplated by these terms and conditions of supply, AutoFlow and the Client jointly acknowledge that in making use of the AutoFlow Hosted Service, that AutoFlow is a Data Processor, and the Client is either a Data Controller (or a Data Processor in common) for all Personal Data entered or uploaded into the Client's dedicated server environment. The Client further acknowledges that AutoFlow shall undertake processing activities that are customary and normal practice for the provision of a hosted service, such as regular backing up of data, monitoring the performance of the server, ensuring the data is safe and secure, and facilitating a connection for the Client and AutoFlow technical support agents in the event the Client requests assistance.
- 8. NOT USED**
- 9. SUPPLY OF EQUIPMENT**
- 9.1 In consideration for payment by the Client of the Equipment Charges, AutoFlow shall supply the Equipment.
- 9.2 Full legal and beneficial title and ownership of the Equipment shall not pass to the Client unless and until AutoFlow has received in full (in cleared funds) all sums due to it in respect of:
- (a) this Agreement; and
 - (b) all other sums which are, or which become due to AutoFlow from the Client under any other contract or account.
- 9.3 Until title and ownership of the Equipment has passed to the Client, the Client shall:
- (a) hold the Equipment on a fiduciary basis as AutoFlow's bailee;
 - (b) store the Equipment (at no cost to AutoFlow) separately from all other Equipment of the Client or any third party in such a way that they remain readily identifiable as the property of AutoFlow;
 - (d) maintain the Equipment in satisfactory condition and keep them insured on AutoFlow's behalf for their full price against all risks to the reasonable satisfaction of AutoFlow. On request the Client shall produce the policy of insurance to AutoFlow.

- 9.4 AutoFlow shall be entitled to recover the Equipment irrespective that legal and beneficial ownership and title of any of the Equipment has already passed from AutoFlow to the Client if any other charges due for payment to AutoFlow under this Agreement remain unpaid.
- 9.5 The Client grants AutoFlow, its agents and employees a right at any time, to enter any premises where the Equipment is stored for inspection or recovery purposes.
- 9.6 The status of AutoFlow is that of a re-seller and not a manufacturer of Equipment. Accordingly, to the fullest extent permissible by law, unless otherwise specified in this Agreement, AutoFlow is unable to offer any warranties or guarantees of any kind whatsoever in respect of the Equipment.
- 9.7 The Equipment may be sold with a manufacturer's or wholesaler's warranty, guarantee or similar or equivalent protection, details of which shall be dispatched with the Equipment and may be requested from AutoFlow in advance of delivery. In which case, AutoFlow shall for a period of twelve (12) months from the Installation Date, use its reasonable commercial endeavours to:
- (a) procure that the Client receives the benefit of any manufacturer's or wholesaler's warranty, guarantee or similar or equivalent protection in respect of the Equipment supplied and assist the Client in the completion of all User Manual and the taking of all steps to perfect the Client's title to any such protection;
- (b) where possible, support the Client in any warranty claims made by the Client.
- 10. WARRANTY**
- 10.1 For so long as a Subscription is supplied by AutoFlow to the Client ("Warranty Period"), AutoFlow warrants that any AutoFlow System shall conform, function and perform in all material respects (minor errors excluded) to the specifications available upon request.
- 10.2 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this warranty or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 11. LIABILITY AND INDEMNITY**
- 11.1 The following provisions set out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to each other in respect of:
- (a) any breach of the terms and conditions of this Agreement;
- (b) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.
- 11.2 Nothing in this Agreement excludes or limits the liability of either party:
- (a) for death or personal injury caused by negligence;
- (b) under section 2(3), Consumer Protection Act 1987;
- (c) for any matter which it would be illegal to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.
- 11.3 Subject to conditions 11.1, 11.2 and 11.4
- (a) AutoFlow shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with this Agreement; and
- (b) AutoFlow total liability to the Client in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed a sum of money which is equal to the aggregate of the Initial Charges (if applicable), Subscription Charges and AutoFlow Hosted Service Charges paid in the twelve (12) month period preceding the date of any claim.
- 11.4 AutoFlow shall have no liability to the Client unless it has first been afforded a reasonable opportunity to remedy any issues in accordance with condition 6 (and if applicable condition 7).
- 11.5 The Client's liability to AutoFlow under the indemnity in condition 15.7 (Intellectual Property breach) and condition 13.4 (Data Protection breach) and condition 12 (Non-Disclosure and Confidential Information) shall be unlimited.
- 12. NON-DISCLOSURE AND CONFIDENTIAL INFORMATION**
- 12.1 The Client agrees that the terms of this Agreement and any AutoFlow System(s) (including, without limitation, structure, sequence, organisation, configuration and screen presentation hereinafter referred to as "**Confidential Information**") is the Confidential Information of AutoFlow and that it shall not without the prior written consent of AutoFlow:
- (a) disclose, copy, disassemble, reverse engineer any Confidential Information relating to an AutoFlow System to any third party (whether for maintenance purposes or otherwise); and
- (b) insofar as it is necessary to disclose aspects of any AutoFlow System to the Client's Staff and/or Users, such disclosure by the Client is permitted only to the extent bona fide necessary for the use permitted by this Agreement.
- 12.2 The Client shall take all reasonable precautions to ensure:
- (a) that any AutoFlow System is and Confidential Information is stored in a controlled area to which access is appropriately limited;
- (b) that no person (its Staff, Users and/or third party) may misuse, copy, decompile, reverse engineer or disassemble any of AutoFlow's Systems, Confidential Information or any support documentation; and
- (c) that those persons who with the Client's consent have access to any of the AutoFlow Systems, any Confidential Information including any support documentation are subject to be bound by terms no less onerous than the conditions set out within clause 12 of this Agreement.
- 13. PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**
- 13.1 Both parties shall, and shall procure that Staff shall, comply with any notification requirements under the Data Protection Laws and both parties shall duly observe all of their obligations under the Data Protection Laws which arise in connection with this agreement.
- 13.2 Notwithstanding the general obligation in condition 13.1, where the Client is uploading Personal Data within an AutoFlow System, the Client shall:
- (a) guarantee that it has received all the necessary consents and rights by the Data Controller to process the Personal Data for the purpose of progressing a claim;
- (b) ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 of the Data Protection Laws;
- (c) provide AutoFlow with the right to access data and any other information stored and captured on the Client's IT systems or other storage repository as AutoFlow may reasonably request to satisfy itself that the Client is complying with its obligations under the Data Protection Laws and, if necessary, carry out any actions to ensure compliance thereof;
- (d) ensure that it does not knowingly or negligently do or omit to do anything which places AutoFlow in breach of AutoFlow's obligations under the Data Protection Laws; and
- (e) promptly notify AutoFlow of:
- (i) any perceived or actual breach of the security requirements of any of AutoFlow's Systems as referred to in condition 13.3;
- (ii) any request for Personal Data;
- 13.3 When handling AutoFlow data (whether or not Personal Data), the Client shall ensure the security of the data is maintained in line with good industry practice and the security requirements of AutoFlow as notified to the Client from time to time.
- 13.4 The Client shall indemnify and hold harmless AutoFlow from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid as a result of or in connection with any alleged claim or actual infringement, whether or not under English Law, of any AutoFlow data (whether or not Personal Data) out of the use of the supply of the services contemplated by this agreement or by any negligent act by, or failure or omission of, the Client.
- 14. CLIENTS OBLIGATIONS**
- 14.1 The Client undertakes to ensure that:
- (a) only competent Staff and agreed number of Users operate any AutoFlow System;
- (b) AutoFlow's Staff have full, free and timely access to any AutoFlow System either by remote access or visit to the Client's premises at the discretion of AutoFlow and that provision is made for adequate working and storage space and other such facilities as AutoFlow may reasonably require and that any common law or statutory requirements relating to a healthy and safe place of work at the Client's premises are followed by the Client and that it co-operates with AutoFlow's staff as reasonably required to perform the Support Services;
- (c) any AutoFlow System is not under any circumstances altered, modified, adjusted or interfered with except by AutoFlow's authorised Staff;
- (d) any AutoFlow System is not constrained or prohibited from transmitting data to AutoFlow at any time, furthermore, the Client agrees that all bodyshop data processed within any AutoFlow System shall become part of the Content and shall be transmitted to AutoFlow, who shall have the right to use and process this data and disclose it to authorised third parties;
- (e) AutoFlow can interrogate any other software, equipment or information and data used by the Client together with any AutoFlow System for the purpose, if applicable, of rectifying any problems with any AutoFlow System; and
- (f) where it self-hosts an AutoFlow System, it shall, for business continuity purposes only, make reasonable back-up copies of any such AutoFlow System.
- 15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1 The Intellectual Property Rights in any AutoFlow System and any supporting documentation, including the Content are and shall remain the property of AutoFlow and the Client acknowledges that it shall gain no title right or interest in any AutoFlow System or supporting documentation (including any amendments or additions) and Content by virtue of this Agreement other than the non-exclusive, revocable licences granted to it by AutoFlow.
- 15.2 Where the Client self-hosts an AutoFlow System, it is permitted, for business continuity purposes only, to make reasonable back-up copies of any such AutoFlow System.
- 15.3 On termination of this Agreement for any reason, all permitted back-up copies which may have been created of an AutoFlow System, together with any Confidential Information and supporting documentation shall either be returned immediately to AutoFlow at the expense of the Client or AutoFlow, at its discretion, shall recover the same from the Client's premises or the Client shall be directed by AutoFlow to:
- delete all copies of and reference to any AutoFlow System from any and all computer held files and/or storage;
 - confirm that any AutoFlow System has not been loaded or accessed since the date of termination of this Agreement;
 - delete from any and all computer held files and/or storage any programs written in any AutoFlow Systems and confirm that no such programs have been in existence or use since the date of termination of this Agreement; and
 - irretrievably erase or destroy any AutoFlow System, Confidential Information and supporting documentation so they cannot be referred to or accessed in any way
- 15.4 AutoFlow warrants that any AutoFlow System and supporting documentation do not infringe the Intellectual Property Rights of any third party.
- 15.5 If any AutoFlow System infringes any Intellectual Property Rights of any third party in the United Kingdom, or such infringement is alleged, AutoFlow may procure the right of the Client to continue to use the AutoFlow System or to modify or replace the AutoFlow System so as to stop such infringement or allegation provided that the AutoFlow System as modified or replaced substantially meets the requirements of the Client. If, after AutoFlow has used its reasonable commercial endeavours, the foregoing has not been achieved, AutoFlow may immediately terminate this Agreement by giving notice to the Client.
- 15.6 The Client acknowledges that in utilising any AutoFlow System, it shall have access to (i) automated electronic first notification of loss instructions (FNOL); and (ii) job update messages relating to the status of an authorised repair issued in relation to any FNOL's ("Content"). The Client acknowledges and agrees that the Intellectual Property Rights in the Content are and shall remain the property of AutoFlow and the Client shall gain no title, right or interest in the Content by virtue of this Agreement.
- 15.7 The Client shall indemnify, and keep indemnified, AutoFlow in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by AutoFlow as a result of or in connection with any claim made against AutoFlow for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the use of AutoFlow's Systems, contrary to the licence conditions contained within the Purchase Order, to the extent that the claim is attributable to the acts or omission of the Client or any of its Staff.
- 16. TERMINATION**
- 16.1 Without prejudice to any other rights AutoFlow may terminate this Agreement without incurring any liability to the Client by giving a minimum of 30 days' written notice to the Client;
- 16.2 AutoFlow shall have the right, to terminate this Agreement on written notice to the Client, with immediate effect, if the Client:
- breaches any of these terms and conditions and such breach is not capable of remedy;
 - breaches any of the provisions contained within the clauses relating to Non-Disclosure and Confidential Information, Data Protection and Intellectual Property Rights; such breaches shall be construed as a material breach of this Agreement incapable of remedy and AutoFlow shall seek to recover any losses, damages and associated expenses suffered, as set out in this Agreement;
 - breaches any of these terms and conditions and if such breach is remediable, fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do;
 - (being a person) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
 - (being a body corporate) shall have a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors; or
 - suspends or ceases or threatens to suspend or cease, to carry on all or a substantial part of its trade or business.
- 16.3 Termination of this agreement (however occasioned) shall not affect any accrued rights or liabilities of either party.
- 17. ASSIGNMENT AND SUBCONTRACTING**
- 17.1 AutoFlow shall be entitled to sub-contract the performance of any of its obligations under this Agreement, and to assign all or any of its rights and obligations under this Agreement.
- 17.2 This Agreement and the rights granted to the Client under this Agreement are personal to the Client, who may not without the written consent of AutoFlow, assign, mortgage, charge or dispose of all or any of its rights and obligations under this Agreement, or sub-contract or otherwise delegate the performance of any of its obligations under this Agreement.
- 18. UNFORSEEABLE DELAYS**
- 18.1 AutoFlow shall not be liable to the Client for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control (force majeure) including, without limitation, any of the following: acts of God, pandemic, governmental acts, war, fire, flood, explosion or civil commotion and industrial action.
- 19. NOTICES**
- 19.1 Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation will (unless otherwise provided in this Agreement as a Notification) be in writing and delivered in person, sent by email or registered mail (properly posted and fully prepaid in an envelope properly addressed) to the respective addresses of the parties as set out in the Purchase Order. Any such notice shall be deemed to have been given on the day of delivery or if sent by facsimile on the day of despatch.
- 20. GENERAL**
- 20.1 The Client agrees that it shall not for a period of twelve (12) months after expiry, non-renewal or termination of this agreement approach AutoFlow's employee's whether as agent or employer or otherwise nor through an agency or intermediary with any offers of employment, contract. The Client agrees that it will not, whether directly or indirectly, recruit or try to recruit or engage in paid work any person employed by AutoFlow as an employee or consultant or in some other capacity if that person was at any time during the last six (6) months of this agreement employed by AutoFlow whether engaged in the services under this agreement or otherwise. AutoFlow holds the Client responsible for any losses it incurs due to any breach of this condition by the Client.
- 20.2 AutoFlow reserves the right to publicise this Agreement and to list the Client as a client in its marketing materials and the Client grants to AutoFlow a right and licence to use its trademarks for this purpose. For the avoidance of doubt, AutoFlow must gain the Client's approval before issuing press releases and general releases relating to this Agreement.
- 20.3 Any delay, forbearance or indulgence by either party in exercising any right, power or remedy under this Agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time.
- 20.4 If at any time any provision of this Agreement is or becomes invalid or illegal in any respect such provision shall be deemed to be severed from this Agreement.
- 20.5 This Agreement sets out the entire agreement and understanding between the parties in connection with is subject matter. In particular, but without limitation, the Client warrants and represents that in entering into this Agreement it has not relied upon any statement of fact or opinion made by AutoFlow, its officers, servants or agents which has not been included expressly in this Agreement. The Client irrevocably and unconditionally waives any right it may have:
- to rescind this Agreement by virtue of any misrepresentation;
 - to claim damages for any misrepresentation whether or not contained in this Agreement;
 - to claim damages for breach of any warranty not contained in this Agreement
- save in each case where such misrepresentation or warranty was made fraudulently.
- 20.6 This Agreement may not be amended, modified, varied or supplemented except in writing signed by or on behalf of AutoFlow and the Client.
- 20.7 This Agreement shall be construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English Courts.