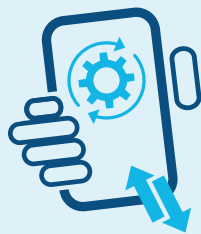


COEUS

s o f t w a r e



POLICEBOX



QUVO

Terms and Conditions

Licence agreement

Coeus Software Ltd (“Coeus”) reserves the right to amend and revise these terms and conditions when necessary due to changes in legislation, codes of conduct, regulation, Government policy, or the operation of the Services. Where the Services are procured under a public sector framework agreement, including but not limited to the UK Government G-Cloud framework, these terms and conditions shall apply subject to the applicable Call-Off Contract or framework-specific agreement. In the event of any conflict between these terms and conditions and the applicable Call-Off Contract or framework agreement, the Call-Off Contract or framework agreement shall take precedence. When amendments are made, Coeus will bring any material changes to your attention in advance, primarily by email to the principal contact associated with this agreement. Your acceptance may be provided in writing to Coeus but will otherwise be implied through continued use of the Services following notification. Any amendment shall not materially reduce the core functionality of the Services during an active subscription term without your agreement.

This licence agreement is between you as a solutions subscriber (“you”, “your”, “your organisation” or the “Customer”) and Coeus Software Ltd (Company No. 05830505), whose registered office is at Boho One, Bridge Street West, Middlesbrough, TS2 1AE, England (“Coeus” or “we”), for the provision of the software services described herein.

Coeus is the sole owner and operator of the Services. This agreement includes a licence to access and use the Software on a Software-as-a-Service basis, together with any maintenance releases, updates, upgrades or new features made generally available by Coeus during the subscription term, and any associated documentation or training materials provided where such services are procured.

You agree to be bound by these terms and conditions. Where you enter into this agreement on behalf of an organisation (including a police force, other public sector body or regulated organisation), you confirm that you have the authority to bind that organisation and its affiliates to these terms and conditions. In such circumstances, references to “you” and “your” shall be construed as references to that organisation and its affiliates.

Any breach of these terms and conditions by you or by users authorised by your organisation may result in suspension or termination of this agreement and your access to the Services. Where Coeus reasonably suspects that a data breach, security incident or unlawful use of the Services has occurred, Coeus may take appropriate action, including suspension of access and notification of the relevant authorities where required by law.

Scope

This licence covers the subscription agreement (“Agreement”) for the Software and the provision of standard support services (“Support”), which are provided on a non-exclusive, non-transferable basis, together with any optional services that you may elect to purchase from time to time during the term of the Agreement.

The Agreement permits you to access and use the Software as a Software-as-a-Service cloud service, including the App Designer and Client App, in accordance with these terms and conditions. The Software may be used independently or integrated, in whole or in part, with your existing back-office systems through the Integration API, subject to your configuration choices.

The Agreement does not include integrations or services obtained from third-party suppliers (including Coeus partners), nor does it include licences required to use the integration capabilities of third-party systems, including any target back-office systems. Responsibility for obtaining and maintaining any such third-party licences remains with you.

Use of specific Software features or capabilities, including workflows, integrations, data capture or any AI-enabled functionality, is optional and may be enabled incrementally at your discretion.

The Agreement may include a minimum subscription term, which will be clearly stated in your order or applicable Call-Off Contract.

Definitions

The following definitions apply to these terms and conditions:

“Client App” means the mobile phone and tablet applications through which the customer’s authorised end users access the Solution.

“Data Protection Laws” means all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the UK GDPR, the Data Protection Act 2018 and any successor or replacement legislation, and (to the extent applicable) the General Data Protection Regulation ((EU) 2016/679).

“Platform” means the cloud infrastructure platform operated by Coeus on which PoliceBox and Quvo are hosted, including Microsoft Azure or Amazon Web Services (AWS).

“Price List” means Coeus’ published pricing for the supply of the Services, as made available to the customer at the time of order or as incorporated into the applicable Call-Off Contract.

“App Designer” means the optional configuration tool made available to the customer for the purposes of customising the Client App, designing workflows or tasks, and configuring associated integrations.

“Services” means the software services provided to the customer by Coeus under these terms and conditions, including access to the Software, the Client App and standard support services, together with any optional services (including onboarding, configuration, training, integration support, off-boarding and data return services) that the customer may choose to procure.

“Software” means the applications comprising the Solution, including the App Designer, the Client App and any standard connections or interfaces supplied by Coeus under these terms and conditions.

“Solution” means PoliceBox and/or Quvo (as applicable), depending on which solution or solutions are licensed by the customer.

“Specification” means any written specification or service description agreed between Coeus and the customer (including via a G-Cloud Service Definition or Call-Off Contract) setting out the Services to be provided and any applicable service parameters.

“Named User” means an individual authorised by the customer to access the Services.

“Enabled User” means a Named User for whom a specific optional capability or feature of the Services has been activated.

“AI-enabled functionality” means functionality within the Services that uses automated or machine-assisted techniques to provide guidance, summaries or decision support.

“AI Assistant” means the AI-enabled guidance functionality provided as part of the Services, which generates non-determinative, advisory outputs to support users in the performance of their duties. The AI Assistant does not provide professional advice, does not make automated decisions, and does not replace human judgement.

“Cecil AI” means the AI Assistant as implemented within PoliceBox.

“Cecilia AI” means the AI Assistant as implemented within Quvo.

“UK Data Protection Laws” means all data protection legislation in force in the United Kingdom from time to time, including the Data Protection Act 2018 and UK GDPR, together with any successor legislation.

1.1. On-Boarding

- a. Where procured by the customer, Coeus will provide on-boarding services as outlined in the Specification in order to support initial configuration and use of the Solution. On-boarding services are not mandatory and are not required for the Solution to be made available for use by the customer’s end users.
- b. Where on-boarding services are procured, Coeus will provide the associated support services as outlined in the Specification. Such support services are included within the charges for the on-boarding services as set out in the applicable Price List.

1.2. User Management

- a. In this section, the term “you” refers to both the customer and the customer’s authorised end users of the Solution, as applicable.
- b. As a PoliceBox customer, you undertake to use the Software solely for valid operational policing purposes, in the context of a mobile information processing solution, and for data classified up to and including OFFICIAL.
- c. As a Quvo customer, you undertake to use the Software solely for valid operational or compliance-related purposes, in the context of a mobile information processing solution, and for data classified up to and including OFFICIAL.
- d. You remain the owner and Data Controller of all data collected, processed or handled using the Software. You acknowledge and agree that Coeus is not responsible for the content, accuracy or legality of data collected or processed by you through use of the Solution.
- e. You undertake to comply with all applicable legislation, codes of practice and guidance relating to the collection, processing and use of data through the Solution, including the European Convention on Human Rights, UK Data Protection Laws, and any other applicable sector-specific obligations. Where you are using PoliceBox, or where you are processing policing information, this includes the Protection of Freedoms Act 2012 and the Home Office Code of Practice on the Management of Police Information.
- f. You undertake to implement appropriate governance, monitoring and audit arrangements in relation to the use of the Solution by your user community.

1.3. Inappropriate Use

- a. You acknowledge that you, or any person acting on your behalf, must not use or access the Software for the purposes of evaluating, competing with, or developing competing products or services to those offered by Coeus, without the prior written consent of Coeus. This includes use by or on behalf of any commercial competitor of Coeus. Coeus reserves the right to take appropriate legal action in the event of any breach of this requirement.
- b. The Solution has been developed by, and is owned by, Coeus and is not provided as an open-source solution. Nothing in these terms and conditions, or in any agreement between Coeus and you, shall result in the Solution or any part of it becoming open-source or subject to any open-source licence.
- c. You must not rent, lease, assign or sub-licence any part of the Software or the Services without the prior written consent of Coeus, and only where any permitted sub- licensee is expressly agreed by Coeus to be within scope of this agreement.
- d. You must not make any alterations to the App Designer or the Client App other than:
 1. configuring business processes or workflows using the App Designer; or
 2. deploying and managing the Client App on authorised devices, including through a Mobile Device Management (MDM) platform.
- e. You must not disassemble, de-compile, reverse-engineer or create derivative works from the whole or any part of the Software, including for the purposes of:
 1. attempting to achieve integration other than through the documented integration interfaces provided by the Software;
 2. creating software which is substantially similar to the Software;
 3. unauthorised connection to, or interference with, the SaaS components of the Software; or
 4. extracting or obtaining data in bulk outside of the functionality expressly provided by the Services.
- f. You must not create, use or permit the use of any tools, applications or interfaces that falsely represent the Solution, including misrepresentation of its functionality, outputs or user interface.
- g. You must not misuse the Solution by knowingly introducing viruses, malware or other malicious code. You agree to ensure that users, devices and environments under your control are protected by appropriate technical and organisational measures, including endpoint protection and device controls, to mitigate security risks.
- h. Where AI-enabled functionality is used, you must not represent outputs generated by such functionality as authoritative, determinative or independently validated, and you must ensure that appropriate human review and judgement are applied before any operational reliance is placed on such outputs.

1.4. Data Management and Protection

- a. In this section, capitalised terms that have not been defined shall have the meaning given to them in the applicable Data Protection Laws.
- b. You acknowledge and agree that data inputted into the Solution may be transferred between Solution components within your ICT environment and endpoints, including the Mobile Interface Gateway (MIG), Back-office Interface Gateway (BIG) and Application Programming Interface (API), hosted on the Platform, across appropriately protected network infrastructure for the purposes of information assurance and service operation.
- c. The Solution's technical processing of data across its components ensures that data is encrypted in transit and, where appropriate, compressed when transferred between endpoints. This is in addition to any virtual private networks (VPNs) or other information assurance controls implemented by you within your own environment.
- d. Coeus shall not be responsible for any failure or delay in the transfer of data where the underlying network connectivity services under your control, and outside the reasonable control of Coeus, are disrupted or unavailable. Where appropriate, Coeus may provide guidance or knowledgebase information to assist you in incident or problem resolution.
- e. You acknowledge that the Solution may store data at rest on a user's device in an encrypted form to support offline operation. Such data may include part-completed tasks, completed or abandoned tasks awaiting synchronisation with the Solution database, recently completed tasks required for operational reference, user profile data and other data necessary for the correct operation of the Software.
- f. You acknowledge that completed or abandoned tasks and business process data will be stored within the Solution database in the cloud environment, segregated for your sole use and protected in an encrypted state where appropriate. You remain responsible for ensuring that such data is vetted, filtered, retained or deleted in accordance with applicable legislation, policies and guidance.
- g. You acknowledge that the Solution and the Client App may process location data where required to provide the functionality of the Software. By using the Client App, you confirm that such processing is undertaken in accordance with this Agreement and your own internal policies and legal obligations.
- h. The Solution database is protected at its perimeter by appropriate security controls, including firewall and access-control mechanisms, implemented within the Platform.
- i. To ensure that only authorised users access the Services and associated data, the Solution utilises federated identity and access management services. These services govern interconnectivity between Solution components, including those deployed within your ICT environment and the Client App. You acknowledge that it is your responsibility to ensure that access is granted only to users who require access in order to perform their duties on your behalf.
- j. Access to and use of the Solution is logged and auditable. Audit information will be made available to you upon reasonable request for monitoring, compliance or assurance purposes, subject to applicable security and legal constraints.

- k. Data held within the Solution database constitutes the authoritative system record of data captured through the Solution at the time of submission. Where you require formal authentication or evidential support in relation to such data, the Solution may provide assistance subject to availability and the applicable charges set out in the Price List.
- l. Where the AI Assistant is used as part of the Services, such processing operates on customer-controlled data and does not alter the customer's role as Data Controller, create additional datasets, or enable cross-customer data sharing, except where anonymised and expressly agreed.
- m. The parties acknowledge that, for the purposes of the Data Protection Laws, the customer acts as the Data Controller and Coeus acts as the Data Processor in respect of any personal data transferred to or processed using the Software.
- n. Each party warrants to the other that it shall comply with its respective obligations under the Data Protection Laws in relation to any personal data processed under this agreement.
- o. The customer shall ensure that it has in place all necessary lawful bases, notices and, where required, consents to enable the lawful transfer and processing of personal data by Coeus for the duration and purposes of this agreement.
- p. Coeus shall, in relation to any personal data processed in connection with the performance of its obligations under this agreement:
 - i. process such personal data only on the documented instructions of the customer, unless otherwise required by applicable law;
 - ii. implement and maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage, having regard to the nature of the data, the risks involved, the state of technological development and the cost of implementation, including (where appropriate) encryption, pseudonymisation, access controls, resilience and regular testing of security measures;
 - iii. ensure that all personnel authorised to process personal data are subject to appropriate confidentiality obligations;
 - iv. assist the customer, at the customer's cost, in responding to data subject requests and in complying with its obligations under the Data Protection Laws, including in relation to security, breach notification, data protection impact assessments and consultations with supervisory authorities;
 - v. notify the customer without undue delay upon becoming aware of a personal data breach; and
 - vi. at the written direction of the customer, delete or return personal data and any copies thereof upon termination or expiry of this agreement, unless retention of such data is required by applicable law.
- q. In respect of PoliceBox and Quvo, Coeus warrants that any personal data processed or stored by it for the provision of the Services shall be hosted and stored within the United Kingdom.

- r. In the event of a suspected data breach or security incident, Coeus shall cooperate with the customer and, where required, relevant authorities on a case-by-case basis by providing reasonable audit trails and system logs for the purposes of investigation. Coeus may charge for such assistance in accordance with the Price List, unless the breach or incident is directly attributable to Coeus, in which case such assistance shall be provided without charge.
- s. The parties agree that nothing in this agreement shall prevent Coeus from collecting and using anonymised or aggregated data derived from the customer's use of the Services, provided that such data does not identify the customer or any individual, for the purposes of operating, monitoring, securing and improving the Services and Solution, and for producing analytical reports or collateral.

1.5. Integrations provided by you or third parties

- a. You may develop integrations yourself or engage a third party to do so, provided that any such integrations:
 - 1. comply with the API integration guidelines provided by Coeus; and
 - 2. are fully tested by you prior to deployment to ensure that the use, processing and distribution of your data is appropriate, proportionate and lawful for your requirements.

- b. Any integrations developed by you or by third parties on your behalf are deployed and used at your own risk. Coeus shall not be liable for any loss, damage or corruption of data arising from the use of such integrations. Where the use of such integrations results in a reduction in functionality of, or damage to, the Software or Services, Coeus reserves the right to charge the applicable rates set out in the Price List for any corrective action reasonably required to restore the Software or Services.

1.6. Process Mapping Services

- a. Where Coeus provides process mapping services, such services can only be performed effectively with the full cooperation of the customer.
- b. The customer warrants that, in order to enable Coeus to provide the process mapping services, it shall:
 - 1. cooperate fully with Coeus;
 - 2. provide Coeus with access to such personnel, resources and systems as Coeus may reasonably require to perform the services;
 - 3. provide clear instructions and guidance as to which processes are to be mapped and the intended outcomes of the services; and
 - 4. acknowledge that all process mapping services shall be provided on a chargeable basis at the rates set out in the Price List.
- c. Process mapping services are optional and are not required for use of the Software or Services.

1.7. Training Services

- a. Where Coeus provides training services, the scope of such services shall be agreed between the parties and documented in the Specification.
- b. All training services shall be provided at the rates set out in the Price List.
- c. Coeus warrants that training services shall be delivered by personnel with appropriate experience and expertise in the relevant subject matter.
- d. Coeus warrants that any personnel attending the customer's premises shall comply with all reasonable customer instructions relating to security, confidentiality, health and safety.
- e. The customer shall provide Coeus with reasonable access to its premises, systems and personnel as required to deliver the training services.
- f. The customer warrants that its personnel attending training shall attend promptly and shall not behave in a disruptive manner during the provision of the training services.
- g. Where training is delivered on the customer's premises, the customer shall provide suitable facilities, equipment and reasonable refreshments necessary to enable the effective delivery of the training.

1.8. Business Continuity

- a. Coeus will ensure that data stored within the Platform on your behalf is backed up on a daily basis and retained for a minimum period of fourteen (14) days in accordance with Coeus' disaster recovery and business continuity policies, which are available upon request. This does not remove or reduce your responsibility to maintain appropriate backups of your own data, and Coeus shall not be liable for any loss of data arising where the customer has not followed reasonable best practice in relation to its own data backup arrangements.
- b. Where you require a copy of the most recent available backup of your data, you must notify Coeus as soon as reasonably practicable. Coeus shall arrange for such data to be provided in a format and manner agreed between the parties, subject to any applicable charges set out in the Price List.

1.9. Bandwidth Usage

- a. Your use of the Solution may incur bandwidth and storage consumption within the underlying cloud Platform. Coeus' applicable charges in relation to bandwidth and storage usage shall be set out in the Price List or applicable order.
- b. You acknowledge that the underlying cost of bandwidth and storage is determined by the cloud platform provider and not by Coeus, and may change from time to time at the discretion of such provider. Coeus shall use reasonable endeavours to notify you as soon as reasonably practicable where it becomes aware of any material change that may affect the charges payable by you.

1.10. Solution Management

- a. Coeus provides support to customers through its service desk, which is available to subscribers in accordance with the support arrangements applicable to the Services.
- b. Service management includes the day-to-day operation and monitoring of the cloud-hosted components of the Solution, including:
 1. the Solution database;
 2. the Mobile Interface Gateway;
 3. the Integration API;
 4. the Back-office Interface Gateway; and
 5. the self-service web interface.
- c. Service management also includes support for the correct operation of the Solution components deployed within your ICT environment, including:
 1. the Solution Client Application;
 2. the App Designer; and
 3. the Integration Application Programming Interface. Incident and problem management in relation to such components shall commence upon you raising a service desk ticket with Coeus.
- d. You are responsible for notifying Coeus of any planned or unplanned downtime affecting back-office systems or third-party services upon which your use of the Solution depends. Effective diagnosis and resolution of service desk incidents may be dependent upon timely and accurate communication of such information.

1.11. Off-Boarding and Data Return Services

- a. Off-boarding services shall commence upon Coeus' receipt of a valid notice of termination from the customer, or upon Coeus issuing a notice of termination to the customer, in each case in accordance with the terms of this agreement.
- b. Coeus shall use commercially reasonable endeavours to complete the off-boarding activities by the effective date of termination of this agreement, subject to the customer's cooperation and timely provision of any information reasonably required by Coeus.
- c. Where the customer has not elected to procure data return services at the point of order, the customer shall notify Coeus in writing within fourteen (14) days following termination of this agreement whether it requires such data return services. Any data return services requested shall be provided on a chargeable basis in accordance with the applicable Price List.
- d. Where the customer has not elected data return services at the point of order, or fails to notify Coeus of its requirement for such services in accordance with clause 1.11(c), Coeus may deem that data return services are not required and may securely delete any customer data held by it in accordance with this agreement and applicable data protection and retention legislation.
- e. Where the customer requires data return services, the parties shall agree in writing the date, method and format for the return of such data.

- f. The customer shall be responsible for providing any hardware or media reasonably required to facilitate the transfer of data. Coeus shall provide reasonable assistance to support the data transfer process, subject to the applicable charges set out in the Price List.
- g. Coeus shall be responsible for arranging reasonable access, whether physical or electronic, as required to enable the customer to retrieve its data in accordance with the agreed data return method.
- h. Coeus shall not be liable for the outcome of any data return services except to the extent that Coeus has expressly agreed in writing to perform such services and has failed to exercise reasonable skill and care in doing so.
- c. Subject to any express provisions agreed in your order or applicable Call-Off Contract, Coeus shall not be liable for any loss of profits, revenue, business, contracts, goodwill, anticipated savings, data, opportunity or interest, nor for any indirect, incidental, special or consequential loss or damage arising out of or in connection with this agreement or your use of the Solution (whether in contract, tort (including negligence) or otherwise), even if Coeus has been advised of the possibility of such losses, including (without limitation) losses arising from:
 - 1. the use, misuse or inability to use the Solution or Services, including any integrations whether implemented through the Integration API or through any alternative integration methods not approved by Coeus;

1.12. Liability

- a. You acknowledge that Coeus uses third-party cloud hosting providers, including Microsoft Azure or Amazon Web Services, to host the Solution. While Coeus takes reasonable care to ensure that such platforms are operated in accordance with good industry practice, Coeus does not warrant or guarantee uninterrupted availability of the Solution and shall not be liable for outages or disruption to the Services arising from failures or incidents within the hosting environment that are outside the reasonable control of Coeus.
- b. You acknowledge that the Solution relies on network connectivity and communications services that are owned and operated by third parties outside the control of Coeus. Coeus shall not be liable for outages or disruption to the Services arising from failures in such third-party network or connectivity services.
- 2. the procurement or use by you of professional services from third parties for the design of business processes, workflows or integrations;
- 3. the procurement, use or operation of third-party tools, products or services, including (without limitation) mobile devices, Mobile Device Management (MDM) systems, VPNs, mobile broadband services, servers, operating systems and associated licences used in connection with the Solution components deployed within your ICT environment; or
- 4. unauthorised access to, alteration of, or interference with your data or transmissions, including where caused by unauthorised manipulation of the Software, invocation of the Services by non-authorised software components, or use of untested or unauthorised integrations, whether individually or in combination.

- d. Nothing in this agreement excludes or limits liability to the extent that it cannot be lawfully excluded or limited. Subject to this, Coeus's total aggregate liability arising under or in connection with this agreement, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the charges paid by you to Coeus for the Services in the twelve (12) months preceding the event giving rise to the claim, or, where the Services have not been provided for twelve (12) months, the charges anticipated to be payable in the twelve (12) months following such event.
- e. Except as expressly set out in this agreement, Coeus makes no representations, conditions or warranties of any kind, whether express or implied, in relation to the Solution or Services.
- f. To the fullest extent permitted by law, all conditions, warranties, representations or other terms that might otherwise be implied into this agreement by statute, common law or otherwise are excluded.
- g. Where the Solution includes the AI Assistant (including Cecil AI or Cecilia AI), any outputs generated are advisory only and do not constitute professional advice or operational direction. Coeus shall not be liable for decisions, actions or omissions taken by you or your users in reliance on such outputs.

1.13. Cancellation and Termination

- a. Coeus may terminate this licence agreement (and the associated Solution subscription) by written notice to you, without liability, where you are in material breach of any provision of this agreement and you fail to remedy such breach within fourteen (14) working days of receiving written notice from Coeus specifying the breach and requiring it to be remedied.
- b. Where you are provided with a trial of the Solution, such trial shall be provided on a time-limited basis and may be delivered from a cloud environment that is not suitable for the processing of operational or protected information. It is your responsibility to ensure that any trial use is appropriate for your requirements. The duration and scope of the trial will be confirmed at commencement. At the end of the trial period, your access to the Solution will be terminated and any data entered during the trial may be deleted unless you enter into a subscription agreement prior to the expiry of the trial. Coeus shall have no liability to you arising from the termination of a trial or deletion of trial data.
- c. Subject to the terms of the applicable Call-Off Contract, you may terminate this licence agreement by giving Coeus not less than thirty (30) days' written notice, such notice to expire at the end of the applicable minimum subscription term stated in your order or Call-Off Contract. This agreement shall not renew automatically unless expressly provided for in the applicable Call-Off Contract. Termination notices must be given in writing by an authorised signatory of your organisation.

d. This agreement shall commence on the date on which you accept it, or are deemed to accept it through use of the Solution, and shall continue for the minimum subscription term specified in your order or applicable Call-Off Contract, unless terminated earlier in accordance with this agreement.

1.14. General

a. You shall not issue any press release, public announcement or other publicity relating to your use of the Solution without the prior written consent of Coeus, such consent not to be unreasonably withheld where disclosure is required by law or public sector transparency obligations.

b. Where required to support federated identity management, you agree to permit the Solution to integrate with your identity services, including Azure Active Directory or equivalent services, for the purpose of authenticating authorised users. You remain responsible for the configuration and administration of user access rights.

c. You acknowledge that authorised users may continue to collect information using the Solution Client Application when network bandwidth is unavailable, in order to support offline operation. Completed tasks and processes will be transmitted once network connectivity is restored. You further acknowledge that back-office system access, research or information retrieval cannot be performed while such connectivity remains unavailable.

d. Except as required for service operation, support, security monitoring or incident management, Coeus does not access or inspect operational data at any point within the Solution service, including data processed by the AI Assistant, except where required for service operation, security monitoring or incident management. Any access by Coeus shall be limited to what is reasonably necessary and shall not extend to the routine inspection of customer operational content.

e. Coeus shall provide the Services with reasonable skill and care and in accordance with good industry practice.

f. Unless expressly stated otherwise, time shall not be of the essence in relation to the performance of any Services under this agreement.

g. This agreement, its subject matter and its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

h. Each provision of this agreement operates separately. If any provision is held by a court or competent authority to be unlawful, invalid or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it lawful and enforceable, and the remaining provisions shall continue in full force and effect.

i. Any failure or delay by Coeus in enforcing any right or remedy under this agreement shall not constitute a waiver of that or any other right or remedy. Any waiver by Coeus shall be effective only if given in writing and shall not be deemed a waiver of any subsequent breach.

