



The Cabinet Office
70 Whitehall
London
SW1A 2AS

11 October 2024

Dear the Cabinet Office

PERSPECTIVE SUBSCRIPTION AGREEMENT

You are The Cabinet Office whose principal office address is set out above. This letter refers to the Perspective Subscription Agreement made between you and us, Pendragon, with Commencement Date 1 August 2018 as Amended by a Letter of Amendment dated 21 February 2024 (“the Agreement”). Terms defined in Clause 1 of the Agreement (including those in “Details” on its front page) shall have that meaning in this letter.

This letter confirms the agreement of the parties to the Agreement to amend it in accordance with its Clause 16.6 with effect from 1 August 2024 so that (1) a new Initial Period shall start on that date which shall be deemed to be the Commencement Date for the purpose of Subscription Years starting on that date and thereafter, (2) the term of that Initial Period shall be 1 (one) year and (3) the Subscription Charge for the Initial Period shall be £39,000 **Redacted under FOIA section 43, Commercial Interests**

The following offices of the Subscriber remain the full list of Locations in place of the Locations listed on the front page of the Agreement.

- (1) Priestley House, Priestley Road, Basingstoke, RG24 9NW
- (2) 1 Atlantic Sq., 21 York St., Glasgow, G2 8HS (amended by email exchange of 14/03/24))
- (3) Floor 4, 1 Horse Guards Road, London, SW1A 2HQ (19 February 2024).

/If you are happy

If you are happy that the above reflects our agreement, kindly arrange for a copy of this letter to be countersigned below.

Yours faithfully

Redacted under FOIA section 40, Personal Information

We agree to the amendments to the Agreement referred to above For and
on behalf of
The Cabinet Office

Redacted under FOIA section 40, Personal Information

Date: October 21, 2024 | 07:55 BST

within the meaning of

We, Pendragon, and the Subscriber named below agree to and accept the Terms and Conditions set out below.

Subscriber:	The Cabinet Office of 70'Whitehall, London, SW1A 2AS
Commencement Date:	1 August 2024
Initial Period:	1 year
Locations:	The Subscriber's office(s) located at (1) Priestley House, Priestley Road, Basingstoke, RG24 9NW and (2) Floor 4, 151 Buckingham Palace Road, London, SW1W 9SZ
Subscription Charge:	The total subscription charge shall be £39,000 (excluding VAT), Redacted under FOIA section 43, Commercial Interests .

Terms and Conditions

1 Definitions

The following terms shall have the following meanings:

"Pendragon" means, and is a business name of, Wilmington Publishing & Information Limited of 5th Floor, 10 Whitechapel High St., London E1 8QS (registered office, registered in England, number 3368442);

"Service" means the provision of access to Content within the Repository;

"Content" means information that the Subscriber is permitted to access within the Repository under this Agreement;

"Repository" means Pendragon's computer digital repository of legal, regulatory and related materials regarding pensions in the UK from time to time forming the content of its service known as Perspective;

"employee" means, in respect of the Subscriber, an individual who is an employee, director, consultant, officer or partner of or to the Subscriber and **"employed"** and **"employment"** have the related meaning;

"partner" includes a member of a limited liability partnership or an individual practising or trading on his or her own account;

"consultant" means an individual who directly or on behalf of a company or firm provides services to the Subscriber and only while in the course of within the meaning of

the provision of any such service to the Subscriber (which shall include the provision of services to one or more clients of the Subscriber on behalf of the Subscriber), and **"employed"** and **"employment"** mean, in relation to a consultant, engaged or engagement in the provision of such services to the Subscriber;

"Permitted Employee" means an employee of the Subscriber whose contracted place of employment is at the or, if more than one, a Location and who spends at least 80% of his or her contracted working week physically based at such Location;

"computer" means a computer, tablet, smartphone, terminal or other device capable of accessing the Service but does not imply or warrant that any such device or class, type or make of devices is able so to do;

"IPR" means any copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world.

"Payment Date" means the first day of each Subscription Year;

"Subscription Year" means, (i) in respect of the first, either the period of twelve months commencing on the Commencement Date or, if the Initial Period is shorter than twelve months, the Initial Period and (ii), after the first, each period of twelve months immediately following the preceding Subscription Year.

"Data Protection Law": means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK (ii) the Data Protection Act 2018 and (iii) any successor legislation to the GDPR or the Data Protection Act 2018.

"Annotations" means annotations to documents forming part of the Service using the functionality provided by Pendragon allowing Subscribers via their Permitted Employees to create, edit, delete and store such annotations and, if they so wish, to share them with other Permitted Employees of the Subscriber.

and terms set out in the left-hand column of the table headed "Details" above shall have the meaning set out in the right-hand column.

2 Supply of Service

- 2.1 Pendragon agrees to provide the Service to the Subscriber and the Subscriber agrees to subscribe to the Service upon and subject to the terms and conditions of this Agreement.

within the meaning of

- 2.2 Pendragon grants to the Subscriber a non-exclusive non-transferable revocable right to access the Content as part of the Service in accordance with this Agreement.
- 2.3 Pendragon will provide the Service or permit the Subscriber to access the Service over the internet through such url(s) as Pendragon makes available from time to time.
- 2.4 The Subscriber shall only permit access to and use of the Service by Permitted Employees. Such Permitted Employees may access the Services as set out in clause 2.3 above. The Subscriber shall not make the Service available to employees or any individual other than as set out in this clause and shall not make the Service available to any third party.
- 2.5 Pendragon will provide telephone advice on day to day enquiries in respect of understanding and operating the Service during normal working hours from Mondays to Fridays inclusive except for: (1) bank holidays and (2) up to four business days in any Subscription Year as nominated by Pendragon.

3 Use of the Service and the Content

- 3.1 The Subscriber may make copies of the Content as follows:

- 3.1.1 by temporarily displaying, downloading or storing or both on a computer part of the Content retrieved from the Repository and "temporarily" means while an employee of the Subscriber is actively making use of the Service on that computer; and
- 3.1.2 by making hard paper copies or electronic copies of, extracting, such parts of the Content as reasonably necessary for the purpose set out in clause 3.2 and provided that any such copies comprise no more than a reasonable proportion of Content contained in the Repository.

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- 3.2 The Subscriber may only use copies of the Content for internal research by it and its Permitted Employees and any such copy shall be accompanied by an acknowledgment in the following form: '© [or Copyright] Pendragon 20(year in which copy is made)'.
 - 3.3 The Subscriber shall not, and shall ensure that Permitted Employees shall not, copy, extract, cache, download, store or otherwise reproduce all or substantially all of the Content or a significant part of it, whether at one time or over the term of this Agreement.
 - 3.4 Other than as set out in this Agreement, the Subscriber will not make available, lease, redistribute or resell the Service or the Content (or any part of the Content) without the prior written consent of Pendragon and will not reverse engineer, decompile, modify or link to the Service or the Content.
 - 3.5 The Subscriber shall ensure that Permitted Employees keep any usernames and/or passwords confidential and secure. The Subscriber will be responsible for all activity carried out under usernames and/or within the meaning of

passwords issued to its Permitted Employees.

- 3.6 The Subscriber acknowledges the way in which it interprets or uses the Content is dependent upon the exercise of its own skill and judgement and that Pendragon has no responsibility for such interpretations or use.
- 3.7 The Subscriber agrees not to use the Service to send communications, or create or amend Annotations, which are defamatory, an infringement of the IPR of any third party or otherwise illegal, obscene, offensive, menacing or of a nature which would intentionally give offence to the recipient. The Subscriber will not send or forward messages or any content which promote or sell any product or service to any recipients. Pendragon may delete messages posted to any bulletin board at its sole discretion but Pendragon does not undertake to monitor any user-generated content submitted to or processed by the Service.
- 3.8 Pendragon will use commercially reasonable methods and practices to protect against viruses and other malicious software, but does not guarantee that the Service will always be secure or free from viruses and malicious software.
- 3.9 The Subscriber will be responsible for the provision of the necessary software, telecommunications lines and equipment to enable the Subscriber and Permitted Employees to receive and access the Service.

4 Intellectual Property Rights

- 4.1 All the IPR in the information and works comprising the Repository or otherwise provided to the Subscriber by Pendragon in connection with this Agreement is owned by Pendragon or by its information suppliers or both. Pendragon hereby grants to the Subscriber a non-exclusive, revocable licence to use such IPR during the term of this Agreement solely for the purpose of using the Repository in accordance with this
(4) Agreement.
 - 4.2 The Subscriber agrees that its use of Pendragon's or Pendragon's information supplier's IPR pursuant to clause 4.1 is subject to any restrictions set out in this Agreement including those set out in clause 3 and, in respect of particular information or work or both contained in the Repository, such restrictions as may be notified to it from time to time by Pendragon for the purpose of obtaining permission to add to or maintain such information or works on the Service.
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5 Term

- 5.1 The term will begin (or be deemed to begin) on the Commencement Date and will continue for the Initial Period.
- 5.2 This Agreement will continue in force after the expiry of the Initial Period unless and until Pendragon or the Subscriber gives to the other not less than 30 days' written notice expiring on the last day of the Initial Period or the last day of any Subscription Year which follows the end of the Initial Period.
- 5.3 This Agreement is also subject to termination in accordance with clause 10.
within the meaning of

6 Subscription Charges

- 6.1 The Subscription Charge is the price payable by the Subscriber for each Subscription Year and for the Initial Period shall be the Subscription Charge as set out in the Details above. Thereafter, the Subscription Charge shall, unless otherwise agreed in writing, be determined in accordance with Pendragon's price list current from time to time.
- 6.2 The Subscription Charge is exclusive of VAT.
- 6.3 The Subscription Charge shall be payable together with VAT thereon on the Payment Date and in any event, if later, within 30 days of the date of Pendragon's invoice.
- 6.4 No refund of any Subscription Charges paid in advance will be made to the Subscriber in any circumstances except in the case of termination in accordance with clause 10.1 (prolonged interruption of the Service or other material breach) in which event a pro rata refund (calculated on a daily basis) will be made to the Subscriber.

7 Availability of the Service

- 7.1 Pendragon will use all reasonable endeavours to keep the Service available at all times during the term of this Agreement (subject to reasonable periods of downtime necessary for planned and emergency maintenance) but cannot guarantee that the Service will be uninterrupted or error-free. Pendragon's obligations will be suspended if and for so long as any circumstances occur which prevent it from delivering the Service.
- 7.2 Pendragon reserves the right, in its discretion from time to time, to modify, amend and change the Content, Repository and/or Service and to remove any Content either temporarily or permanently.
- 7.3 The Subscriber may terminate this Agreement in accordance with the provisions of clause 10.1.1 in the case of a prolonged interruption of the Service and for this purpose 'prolonged interruption' means an interruption of more than five business days in the continuous availability of the Service.

8 Confidentiality

The Subscriber agrees to keep confidential any information (other than the Content) supplied to it or its employees by Pendragon and expressly designated as 'confidential'. This provision shall survive termination of this Agreement. Pendragon undertakes the same obligation to the Subscriber.

9 Liability and indemnity

- 9.1 Whilst Pendragon shall exercise reasonable skill and care in providing the Service, the Content and the Repository to the Subscriber pursuant to this Agreement, the Subscriber acknowledges and agrees that Pendragon does not warrant or guarantee the accuracy or completeness of the same.
- 9.2 Nothing in this Agreement excludes or limits Pendragon's liability for: death within the meaning of

or personal injury caused by Pendragon's negligence; fraud or fraudulent misrepresentation; or any liability which cannot legally be excluded or limited.

- 9.3 Subject to clause 9.2, the Subscriber acknowledges to Pendragon that: Pendragon makes no express or implied warranties as to the satisfactory quality or fitness for a particular purpose or accuracy or completeness of the Service or the Content or the Repository; and all warranties, conditions, terms and representations not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law.
- 9.4 Subject to clause 9.2, Pendragon shall have no liability to the Subscriber in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any: (1) indirect or consequential loss or damage; (2) any direct or indirect loss of profits; (3) any direct or indirect loss of revenue or business; or (4) any direct or indirect loss of potential savings.
- 9.5 Subject to clauses 9.2 and 9.4, Pendragon's total aggregate liability in contract; tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement shall not exceed 3 times the Subscription Charge paid or payable by the Subscriber for the Subscription: Year in which the event or events resulting in such liability occurred.
- 9.6 Subject to clause 9.7, Pendragon shall indemnify and keep indemnified the Subscriber against all reasonable damages costs charges and expenses suffered or incurred by the Subscriber arising from any infringement or alleged infringement in the UK (and Ireland) of any **IPR** belonging to a third party as a result of the Subscriber's use of the Repository, Service or Content in accordance with the provisions of this Agreement.
- 9.7 In the event of any claim being made against the Subscriber or any third party indicating an intention to make a claim against the Subscriber to which the indemnity in clause 9.6 may apply the Subscriber shall:
- 9.7.1 promptly notify Pendragon in writing of such claim giving full details of any alleged infringement;
- 9.7.2 make no admission or compromise or offer of settlement without Pendragon's prior written consent; and
- 9.7.3 at Pendragon's request and expense allow Pendragon to conduct any investigations, negotiations or litigation and settle any claim and give Pendragon all reasonable assistance and access to information. The costs incurred and recovered in such negotiations or settled claims shall be for Pendragon's account.

10 Termination

- 10.1 The Subscriber may terminate this Agreement:

10.1.1 by giving 30 days' written notice to Pendragon if there is a 'prolonged interruption' (as defined in clause 7.3) in the Service; or

within the meaning of

10.1.2 by 30 days' written notice to Pendragon if Pendragon commits any material breach of any of the terms of this Agreement other than as described in clause 10.1.1 and fails to remedy such breach (if capable of remedy) within a period of 30 days from the date of receipt of written notice from the Subscriber to remedy the breach, and

any such notice given by the Subscriber must be given within 15 days of the material breach or of the end of the relevant prolonged interruption.

10.2 Pendragon may terminate this Agreement:

10.2.1 by 30 days' written notice to the Subscriber if the Subscriber or any Permitted Employee commits any material breach of any of the terms of this Agreement (including any failure to pay) and fails to remedy such breach (if capable of remedy) within a period of 30 days from the date of receipt of written notice from Pendragon requiring the Subscriber to remedy the breach; or

10.2.2 immediately if the Subscriber: goes into liquidation (other than a solvent voluntary liquidation for the purposes of an amalgamation or reconstruction); or is unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123; has a receiver or administrator or an administrative receiver appointed or administration order made over or in respect of its assets which is not discharged within 14 days; or enters into or proposes to enter into any voluntary arrangement within the meaning of the Insolvency Act 1986.

10.3 Termination of this Agreement shall not affect any obligations by either party to the other which are outstanding at the effective date of termination nor any of the provisions of this Agreement which are expressed to survive termination.

10.4 On any termination of this Agreement, howsoever caused and whether or not as a result of a breach by Pendragon, the right to access the Service granted to the Subscriber by Pendragon pursuant to clause 3.1 and licence granted at clause 4.1 shall expire. Pendragon may immediately suspend access by the Subscriber and all Permitted Employees to the Service. The Subscriber shall immediately cease to use any Content, the Repository, all IPR contained within the Content and the Repository and any IPR otherwise provided to the Subscriber by Pendragon in connection with this Agreement and shall irrevocably destroy any Content extracted or stored locally by the Subscriber or any Permitted Employee except where required otherwise by law or the Subscriber's professional regulatory code of conduct in which case the amount so retained will be the minimum required to satisfy the law or code of conduct.

10.5 Pendragon may suspend or terminate access to the Service by any Permitted Employee reasonably believed by Pendragon to be using or accessing the Service other than in accordance with the terms of this Agreement or permitting third parties so to do.

11 Usage Information

11.1 Pendragon may collect information (including using cookies), if any, generated by the Service as to usage of Content by the Subscriber and its Permitted Employees which information shall be treated by Pendragon as within the meaning of

information designated as confidential

within the meaning of

12 Data Protection

- 12.1 Any terms or words defined in Data Protection Law and used in this clause 12 relating to personal data shall, for the purposes of the relevant provision of clause 12, have the meaning set out in Data Protection Law.
- 12.2 This Agreement shall be read in accordance with Data Protection Law, and in the event that any provision of the Agreement is deemed invalid, unlawful, unenforceable or non-compliant with Data Protection Law to any extent, it shall be deemed modified to the minimum extent necessary to make it valid, legal, enforceable and compliant under or with Data Protection Law whilst maintaining its original intent to the extent possible.
- 12.3 This clause 12 shall continue in force for the duration of Pendragon's processing of personal data under and for the purpose of the Agreement whether for or on behalf of the Subscriber or not.

12.4 Generally

- 12.4.1 This Agreement, for the provision of the Service which may include limited and incidental data processing by Pendragon as a data controller and as a data processor for or on behalf of the Subscriber. Clause 12 is intended to ensure that the Subscriber's appointment of Pendragon is compliant with Data Protection Law.
- 12.4.2 Both parties will comply with all applicable requirements of Data Protection Law. Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Law.
- 12.4.3 Pendragon may also act as a data controller in its own right in respect of some processing of personal data in relation to the Subscription Agreement (in particular in respect of personal data relating to the Subscriber's personnel for the purposes of managing Pendragon's relationship with the Subscriber). Without prejudice to the generality of clause 12.4.2, Pendragon shall, where it acts as a data controller, ensure that it complies with all applicable requirements of Data Protection Law in relation to its status as a data controller.
- 12.4.4 Where, in respect of any personal data, the Subscriber is a data processor on behalf of a third party, the Subscriber warrants that the Subscriber's instructions and actions regarding such personal data (including the appointment of Pendragon as a data processor) have been authorised by such third party.
- 12.4.5 Without prejudice to the generality of clause 12.4.2, the Subscriber will ensure that it has all necessary consents and notices in place to enable lawful transfer of the personal data to Pendragon for the duration and purposes of the Subscription Agreement.
- 12.4.6 The Subscriber acknowledges that it has been provided with Pendragon's security information and policies, and having reviewed and considered such material considers

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the measures set out in them to be such that Pendragon meets the requirements of Data Protection Law in respect of its processing under the Subscription Agreement.

12.5 Pendragon as Data Processor.

Processing Details for Annotations

Subject-matter:	Pendragon's provision of functionality allowing Subscribers via their Permitted Employees to create, edit, delete and store Annotations and, if they so wish, to share them with other Permitted Employees of the Subscriber.
Nature and Purpose:	Pendragon will store and make available Annotations in accordance with the functionality provided by The Service.
Duration:	For a minimum of a year following termination of the Term (of the Subscription Agreement) following which it will be deleted in accordance with Pendragons deletion process.
Types of Personal Data:	The text of the Annotations and the Permitted Employee to whom it is linked. Pendragon has no control over the content or visibility of this data.
Categories of Data	Individuals who are Permitted Employees of The Service on behalf of Subscribers and who create Annotations.
Subject: Sub-Processors:	Amazon Web Services (https://aws.amazon.com/)

12.5.1 The parties acknowledge their understanding that for the purposes of Data Protection Law, Pendragon may, in relation to Annotations, act as a data processor in relation to personal data processed on behalf of the Subscriber in connection with the performance by Pendragon of its obligations under the Subscription Agreement to the extent that the Subscriber uses online Perspective (known as "Perspective. Info") and not where the Subscriber uses the older not-online version of Perspective (known as "Desktop Perspective"). Clause 12.5 relates to use, if any, by the Subscriber of Perspective. Info.

12.5.2 The Processing Details for Annotations above sets out the subject-matter, nature and purpose of processing by Pendragon, the duration of the processing and the types of personal data and categories of data subject. The Subscriber acknowledges and agrees all such details as accurate and comprehensive

12.5.3 Without prejudice to the generality of clause 12.4.2, Pendragon shall, where it acts as a data processor on behalf of the Subscriber:

12.5.3.1 process that personal data only on the written instructions of the Subscriber (and the Subscriber hereby instructs Pendragon to process that personal data as required to perform its obligations under the Subscription Agreement) unless Pendragon is required by the laws of England and Wales or of any member of the European Union or by the laws of the European Union applicable to Pendragon to process personal data ("Applicable Laws"). Where Pendragon is relying on Applicable Laws as the basis for processing personal data, Pendragon shall notify the Subscriber of this before performing the

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processing required by the Applicable Laws unless those Applicable Laws prohibit Pendragon from so notifying the Subscriber;

- 12.5.3.2 ensure that it has in place appropriate technical and organisational measures as required by Data Protection Law;
- 12.5.3.3 ensure that all its personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 12.5.3.4 not transfer any personal data outside of the European Union and the UK unless the prior written consent of the Subscriber has been obtained (save that where any personal data held by Pendragon is accessed by or on behalf of the Subscriber from outside the European Union and the UK, the Subscriber hereby instructs Pendragon to permit such access);
- 12.5.3.5 taking into account the nature of the processing, assist the Subscriber, at the Subscriber's cost, in responding to any request from a data subject (insofar as this is possible) and in ensuring compliance with the Subscriber's obligations under Data Protection Law with respect to (taking into account the information available to Pendragon) security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 12.5.3.6 notify the Subscriber without undue delay on becoming aware of a personal data breach, and (in with regard to its obligations under clause 12.5.3.8) immediately inform the Subscriber if (in Pendragon's opinion) an instruction of the Subscriber's infringes Data Protection Law;
- 12.5.3.7 at the written direction of the Subscriber, delete or return personal data and copies thereof to the Subscriber after the expiry of the Term (of the Subscription Agreement) before it is deleted as set out under "Duration" in the Processing Details for Annotations unless required by Applicable Law to store the personal data; and
- 12.5.3.8 make available to the Subscriber all information necessary to demonstrate its compliance with this clause 12.5 and Data Protection Law (which shall remain Pendragon's confidential information and which the Subscriber shall not disclose or use other than to confirm Pendragon's compliance with Data Protection Law) and allow for and contribute to audits by the Subscriber or the Subscriber's designated auditor at the Subscriber's expense, on reasonable written notice during business hours and subject to such reasonable measures as Pendragon (or any sub-processor) requires in relation to its security and confidentiality requirements and not causing disruption to its business activities.

- 12.6 The Subscriber specifically authorises the appointment of any sub-processor set out in the Processing Details for Annotations or identified in the Subscription Agreement and generally authorises Pendragon to appoint

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further or alternative sub-processors on such sub-processors' terms of business which incorporate the same data obligations as are set out in this clause 12. Where Pendragon appoints or replaces a sub-processor it shall notify the Subscriber in advance. If the Subscriber wishes to object to such changes, it may, within 30 days of receipt of the original notice to terminate, on written notice without penalty the relevant services directly affected by that change. Where the Subscriber does not provide written notice of such termination, or continues to use such services following the change, it shall be deemed to have accepted such change. Pendragon shall remain fully liable for all acts or omissions of any sub-processor engaged by it.

13 Law and jurisdiction

This Agreement and any issues, disputes or claims arising from it or in connection with it (whether contractual or non-contractual in nature such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

14 Notices

- 14.1 Any notice shall not be binding unless in writing and sent to the other party by prepaid first class post, in the case of Pendragon to its registered office and in the case of the Subscriber to the Subscriber at its registered office if a company registered in England, Wales, Scotland or Northern Ireland or, if not, to the Location or, if more than one, to the Location which Pendragon, acting reasonably, considers to be its main Location, or in either case to such other address as is notified (to the other party) referring to this clause for the purpose of receiving notice.
- 14.2 Notice sent by post in accordance with this clause shall be deemed given on the second business day next following its posting.

15 Assignment

This Agreement shall be personal to the Subscriber who may not assign or sub-contract its rights or obligations under it. Pendragon may assign its rights or obligations to any other party.

16 Miscellaneous

- 16.1 **Whole Agreement:** This Agreement contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter and the terms of this Agreement apply to the exclusion of all other terms and conditions (including any which the Subscriber purports to apply under any purchase order, quotation, acknowledgement or similar document). The parties confirm that they have not entered into this Agreement wholly or partly on the basis of any representations, warranties, statements or promises by the other that are not expressly set out or incorporated into this Agreement. Subject to clause 9.2, each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any rights it may have to any claim, rights or remedies including any rights to rescind this Agreement which it might otherwise have had.
- 16.2 **Headings:** Headings contained in this Agreement are for reference purposes only and shall not be incorporated into this Agreement.

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- 16.3 **Joint Parties:** The liabilities duties and obligations of a party that comprises more than one person or entity under this Agreement shall be joint and several.
- 16.4 **Third Party Rights:** No rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the term of this Agreement shall accrue to any person who is not party to this Agreement but this provision shall not affect any right or remedy of such a third party which exists or is available apart from that Act.
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- 16.5 **Waiver:** The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.
- 16.6 **Modification:** This Agreement may not be modified except by an instrument in writing signed by both parties or their duly authorised representatives. Acceptance by Pendragon of a purchase order or similar for the provision of services the subject matter of this Agreement or colourably similar to them which purport to or which would but for this Agreement incorporate terms and conditions different to the terms of this Agreement whether or not followed by the issue by Pendragon of an invoice to the Subscriber shall be ineffective to amend or supersede the terms this Agreement unless explicitly accepted by Pendragon in accordance with this clause 16.6 specifically referring to this clause 16.6.
- 16.7 **Anti-Bribery and Corruption:** Both parties shall: comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. Breach of this clause 16.7 by a party shall be deemed a material breach incapable of remedy under clause 10 (Termination).

17 Desktop Perspective Use

- 17.1 This Agreement has been prepared to cover use of the on-line version of Perspective. A number of Permitted Employees at the Subscriber continue to use the old distributed proprietary browser technology version of Perspective ("Desktop Perspective"). Pendragon reserves the right to terminate support of Desktop Perspective on three months' notice by email to the Subscriber. In respect of use of Desktop Perspective, clause 2.3 shall above shall be replaced by the following:
- 17.1.1 Pendragon will provide the Service or permit the Subscriber to access the Service by such delivery method or methods as Pendragon makes available from time to time. The Service shall be available only at the Location(s) and the Subscriber shall not make the Service available to its employees except at the Location(s). The Subscriber will be responsible for the provision of the necessary software, telecommunications lines and equipment to enable the Subscriber to receive and update the Service and to retrieve the Content from the Repository."

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