SINGLE-USE END-USER SOFTWARE LICENCE, CHESS DYNAMICS LTD
Licensee may modify but not copy Software

1.   Definitions

1.1   When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

1.1.1   **"Acceptance"** of Software means completion of the acceptance testing process set forth in the Proposal.

1.1.2   **"Agreement"** means this Chess Dynamics Limited End-User Licence Agreement.

1.1.3   **"Delivery Date"** is the date on which Licensor ships the Software to Licensee.

1.1.4   **"Documentation"** means the user, system, and installation documentation for the Software.

1.1.5   **"Effective Date"** means the date the Licensor accepts the Licensee's Purchase Order.

1.1.6   **"Error"** means a material failure of the Software to function in conformity with the Specifications.

1.1.7   **"Force Majeure Event"** means any events that are (a) unforeseeable at the time the Parties entered into the Purchase Order and; (b) beyond the reasonable control of the affected Party, including acts of God; the refusal of any government to grant a necessary export licence or the withdrawal or suspension of such licence; any other government or other legal or regulatory authority action or inaction; fires; floods; inability to obtain equipment, suitable raw materials and components; wars or threats of war; riots; national labour disputes; acts of terrorism; disruption to essential services such as electrical power; extreme weather; epidemics; pandemics (which for the avoidance of doubt includes disruption caused by the COVID-19 pandemic although this may be foreseeable at the time of Agreement).

1.1.8   **"License"** means the licence granted by Licensor to Licensee to use the Software and Documentation in accordance with the terms and conditions of this Agreement.

1.1.9   **"Licensed Copies"** means the number of copies of the Software and Documentation being licensed to the Licensee.

1.1.10   "**Licensee**" means the person, company or entity who, in accordance with Clause 1 of this Agreement, has entered into this Agreement with the Licensor.

1.1.11   "**Licensor**" means Chess Dynamics Limited, a company incorporated under the laws of England and Wales (Company number 03891212) whose registered office is at Quadrant House, North Heath Business Park, North Heath Lane, Horsham RH12 5QE.

1.1.12   **"Price"** means the License Fees Licensee shall pay as specified in the Proposal.

1.1.13   **"Proposal"** means the proposal documentation sent to the Licensee by the Licensor, which shall include the price and payment terms.

1.1.14   **"Purchase Order"** means the order sent to the Licensor by the Licensee for purchase of Software and Documentation covered under this Agreement.

1.1.15   **"Single-Use"** means each license permits a single copy to be stored on hard disk and loaded for execution on a single designated hardware platform. It is the responsibility of the Licensee to assure that Single-Use software is not moved to a second workstation/operating system until it has been completely removed from the first workstation/operating system.

1.1.16   **"Software"** means the computer programmes and algorithms specified in the Proposal in object code or source code form.

1.1.17   **"Software Library"** means a suite of data and programming code that is used to develop software programs and applications.

1.1.18 **"Source Code"** means a text listing of commands to be compiled or assembled into an executable computer program.

1.1.19 **"Specifications"** means Licensor's current published product interface control document and user manuals, as set out in the Proposal.

1.1.20 **"Term"** means the term of this Agreement, commencing on the Effective Date and ending in accordance with Clause 5 Term.

1.1.21 **"Warranty Period"** means the period set out in clause 8.1.1 commencing from the Delivery Date.

2. Acceptance of this Agreement

2.1. This Agreement shall come into force and effect and become a legally binding agreement between the Licensee and the Licensor on the acceptance by the Licensor of the Licensee's Purchase Order against the Proposal provided by the Licensor.

2.2. It is a condition of the Licensor's Proposal that any consequent Purchase Order shall be subject to the terms and conditions of this Agreement, which provides the single-use end-user software licence for the product. The Licensee agrees to notify any subsequent end-user to whom the license is transferred that, on installation, copying or use of software, the End-User becomes the Licensee and is bound by the terms and conditions of this Agreement.

2.3. For avoidance of doubt, this Agreement shall take precedence over any previously agreed terms and conditions including any terms and conditions referenced by the Licensee on the Purchase Order.

3. Rejection of Agreement and Right to a Refund

3.1. If the Licensee does not agree with or do not wish to be bound by the terms and conditions of this Agreement the Licensee may NOT install, copy or use the Software and should promptly return the software to the Licensor prior to this activity taking place.

4. Software License

4.1. The Licensor hereby grants to Licensee a Single-Use, perpetual, non-exclusive, transferable license to use and sublicence the Software and Documentation subject to the terms and conditions hereinafter set forth. This Agreement is effective when the Licensor accepts the Purchase Order issued by the Licensee and the license granted to the Software within this Agreement remains in force until Licensee stops using the Software or until Licensor terminates this License because of Licensees failure to comply with any of its terms and conditions**.**

4.2. The Licensee agrees not to, nor permit any third party to:

4.2.1. decompile, reverse engineer from or otherwise copy the Software;

4.2.2. make any attempt to unlock or bypass the Software keycode; or

4.2.3. use the Software other than for the purposes of the specific Agreement, as set out in the Proposal,

without the prior written consent of Licensor, such consent shall not be unreasonably withheld or delayed.

5.   Term

5.1.   This Agreement shall come into force upon the Effective Date and shall continue indefinitely, subject to termination in accordance with Clause 13 or any other provision of this Agreement.

6.   Title and No assignment of Intellectual Property Rights

6.1.   Licensor retains title to and ownership of the Software, Documentation and all enhancements, modifications and updates thereof and the Licensee shall have no rights in or to the Software other than the right to use it in accordance with the terms of this agreement.

6.2.   Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the Licensee, or from the Licensee to the Licensor.

7.   Payments

7.1.   The Licensee shall pay to the Licensor licence fees in accordance with the Proposal.

7.2.   If the Licensee does not pay any amount properly due to the Licensor under this Agreement, the Licensor may (i) charge the Licensee interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time and/or (ii) terminate this Agreement under Clause 13.

8.   Limited Warranty

8.1.1. Subject to Clause 9, Licensor warrants that for a period of ninety (90) days after delivery of the Software to Licensee:

8.1.1.1. The physical media on which this copy of the Software is distributed will be free from defects in materials and workmanship under normal use, and

8.1.1.2. the Software will perform in substantial accordance with the Specification and Proposal.

8.1.2. To the extent permitted by law, the foregoing limited warranty is in lieu of all other warranties or conditions, express or implied, and licensor disclaims any and all implied warranties or conditions, including any implied warranty of title, noninfringement, merchantability or fitness for a particular purpose, regardless of whether Licensor knows or had reason to know of Licensee particular needs. No employee, agent or distributor of Licensor is authorised to modify this warranty, nor make any additional warranties.

9.   Limited Remedy to Warranty

9.1.   Licensor's entire liability and Licensee's exclusive remedy shall be:

9.1.1. The replacement of any CD-ROM(s) or other media not meeting the Limited Warranty as set out in clause 8, which is returned to Licensor or to an authorised dealer or distributor with a copy of Licensee's receipt. If Licensor is unable to deliver a replacement CD-ROM(s) or other media that is free of defects in materials or workmanship, Licensee may terminate this Agreement by returning the Software and Documentation and all copies thereof, and refund any of the fee paid by the Licensee as at the date of termination (less a reasonable sum in respect of the Licensee's use of the Software to the date of termination).

9.1.2. If the Software fails to meet the Documentation/Specification and such defect or fault does not result from the Licensee, or anyone acting with the authority of the Licensee, having amended the Software or used it outside the terms of this Agreement for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by the Licensor, or it has not been loaded onto Licensor-specified or suitably configured equipment, the Licensee must report said failure to Licensor within the warranty period. The Licensor's only obligation under this warranty is to either replace the Software or provide a "patch" or "workaround" within a reasonable period of time after receipt of report of failure. If the Licensor is unable to rectify the fault or defect, Licensee may terminate this Agreement by returning the Software and Documentation, and all copies thereof, and refund any of the fee paid by the Licensee as at the date of termination (less a reasonable sum in respect of the Licensee's use of the Software to the date of termination)

9.2. The Licensor will furnish, upon request, updates of the Software, if any, during the warranty period. Change requests for user convenience, additional functionality, and enhancements are not considered defects and are not provided under Licensor's warranty. Licensor's warranty does not cover defects reported after the expiration of the ninety (90) day warranty period.

9.3. In no event will Licensor be liable to Licensee for any claims, liabilities and/or damages, including any lost profits, lost savings, or other incidental or consequential damages arising from the use of the inability to use the software (even if Licensor has been advised of the possibility of these damages), or for any claim by any other party.

10. Representations and Warranties

10.1. The Licensor hereby represents and warrants to Licensee that:

10.1.1. Licensor is the owner of all right, title and interest, including copyright in the Licensed Software, or has the authority to enter into this Agreement on behalf of the owner.

10.1.2. Licensor has not granted any rights or licenses to the Software that would conflict with Licensor's obligations under this Agreement.

10.1.3. Licensor will not enter into any agreement with any third party which would affect Licensee's rights under this Agreement, or bind Licensee to any third party, without Licensee's prior written consent.

11. Acknowledgements and warranty limitations

11.1. The Licensee acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

11.2. The Licensee acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be entirely secure.

11.3. The Licensee acknowledges that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and the Licensor does not warrant or represent that the Software will be compatible with any other software.

11.4. The Licensee acknowledges that the Licensor will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Software; and, except to the extent expressly provided otherwise in this Agreement, the Licensor does not warrant or represent that the Software or the use of the Software by the Licensee will not give rise to any legal liability on the part of the Licensee or any other person.

12. Limitations and exclusions of liability

12.1. Subject to Clause 12.2 below, Licensor accepts liability to the Licensee for any liability that cannot legally be limited, including liability for:

12.1.1. where Licensor's negligence in its performance of the Agreement causes death or personal injury;

12.1.2. where Licensor's negligence in its performance of the Agreement causes direct physical damage to or destruction of property, subject always to the limitations in Clauses 12.5;

12.1.3. arising out of any breach of the obligations as to title implied by The Sale of Goods Act 1979 or The Supply of Goods and Services Act 1982; or

12.1.4. arising from fraud or fraudulent misrepresentation on the part of Licensor.

12.2. The liability set out in Clause 12.1 above is not accepted by Licensor on any Agreement to which Section 27(1) of the Unfair Contract Terms 1977 applies or which is an international supply contract as described in Section 16 of the Unfair Contract Terms Act 1977.

12.3. The Licensee shall notify Licensor of any claim under Clause 12.1 above as soon as reasonably possible.

12.4. Except as provided in Clause 8, all terms, warranties or conditions, express or implied and whether arising directly or indirectly as to the description or condition or fitness for any purpose or satisfactory quality of the Software and/or Documentation provided by the Licensor are excluded.

12.5. Under no circumstances (whatever the basis of any claim against Licensor whether in contract, tort including negligence, indemnity or otherwise) except as provided in clauses 12.1.1, 12.1.3 and 12.1.4, will Licensor be liable for any loss of profit, business, contracts or revenues or for any consequential or indirect loss, cost of damage arising under or in connection with a Contract.

12.6. Further and in any event, except as provided in clauses 12.1.1, 12.1.3 and 12.1.4, the total liability of Licensor for all claims in the aggregate for losses, penalties or damages under this Agreement is limited to the value of the licence fee, as set out in the Proposal, against which the Licensor is seeking to claim.

13. Intellectual Property Rights Indemnities

13.1. During the performance of this Agreement and thereafter, the Licensor and the Licensee shall notify each other as soon as they become aware of any third-party intellectual property rights, which may restrict the use of the Software and/or Documents supplied by the Licensor in connection with this Agreement.

13.2. The Parties shall notify each other immediately of any written claim or notice of infringement of third-party rights, which they have received either concerning this Agreement or from the use of the Software and/or Documentation arising from this Agreement. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying party has notice.

13.3. The Licensor shall indemnify the Licensee in respect of liabilities arising from the infringement or alleged infringement of third party intellectual property rights resulting from the use, retention or disposal of any material, equipment, document or information provided by the Licensor under this Agreement where such liability arises from a breach of intellectual property rights over which Licensor or its sub-contractors exercised control or otherwise had reasonable grounds for believing was in breach of the intellectual property rights of a third party.

13.4. This indemnity shall not apply, and the Licensor shall not be liable if:

13.4.1. The Licensee has made or makes a voluntary admission of any sort relevant to an allegation of infringement, which undermines the ability of the Licensor to defend a claim, in respect of the Licensee; or

13.4.2. The Licensee has entered or enters into any discussions other than referring the matter to Licensor, which undermine the ability of Licensor to defend a claim, on an allegation of infringement with any third party without the prior written agreement of the Licensor, in respect of the Licensee; or

13.4.3. The Licensee has entered or enters into negotiations in respect of any relevant claim for compensation in respect of use authorised by statute in their jurisdiction, in respect of the Licensee; or

13.4.4. Legal proceedings have been commenced against the Licensee or the Licensor in respect of use authorised by statute in its jurisdiction, but only to the extent that the infringing use has been properly authorised under any applicable statutory provision, in respect of the Licensee; or

13.4.5. A particular use by the Licensee of anything supplied under this Agreement was expressly forbidden by the Licensor prior to or at the time of the Agreement.

13.5. The Licensee shall:

13.5.1. Indemnify the Licensor and its sub-contractors against all liabilities for infringement or alleged infringement of third-party intellectual property rights arising directly from the use, retention, or disposal, of any Software or Documentation provided by the Licensee to the Licensor, or resulting directly from a specific instruction from the Licensee to use that third party intellectual property; and

13.5.2. Employ those powers as are reasonable in the circumstances to minimise all liabilities of the Licensor and each sub-contractor in respect of third-party intellectual property rights.

13.6. The provisions of sub-Clauses 13.3 to 13.5 represent the total liability of the Licensee and Licensor to each other under this Agreement in respect of any infringement or alleged infringement of patent or other intellectual property owned by a third party.

13.7. Neither the Licensee nor the Licensor shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other intellectual property owned by a third party.

13.8. The Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise from it and shall provide such Information as the other Party may reasonably require.

13.9. Following a notification under sub-Clause 13.2, the Party notified shall advise the other Party in writing within twenty (20) Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made, or action brought shall not make any statement that might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party.

13.10. The Party conducting negotiations for the settlement of a claim, or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of those negotiations.

13.11. The Licensee and the Licensor will co-operate with one another to mitigate any claim or damage which may arise from use of third-party intellectual property rights.

13.12. If at any time a claim or allegation of infringement arises as a result of the provision of any Software and/or Documentation by the Licensor to the Licensee, the Licensor may at its own expense replace the Software and or Documentation with Software/Documentation of equivalent functionality and performance so as to avoid infringement or breach.

13.13. If the Licensor is or becomes aware of third-party property rights which oppose the agreed exploitation of the development results by the Licensee, the Licensee shall be notified accordingly as soon as reasonably practicable after they become known and a decision on their exploitation or non-exploitation in the previous development results shall be obtained from the Licensee.

13.48. The Licensee shall then be entitled to decide whether the development is to be continued by acquiring third-party property rights or licences for research, development, and exploitation. Otherwise, the Licensee shall be entitled to terminate this Agreement. If third parties claim an infringement of rights to which they are entitled, the Licensor may prohibit the Licensee from using or exploiting the development results concerned with immediate effect. In this case, however, the Licensor shall, at his own expense, modify or replace the affected development results in such a way that they are no longer covered by the alleged property right, but continue to meet the requirements of this Agreement, or acquire the right to use the affected created products without restriction and without additional costs for the Licensee.

13.69. For open-source software required for the use of the results, an overview with version (complete version number), licence text, source and any source code changes shall be supplied. It is the Licensor's responsibility to secure the source code in this version. At the time of placement of the Purchase Order, the Party proposing to use open-source software shall specify any restrictions regarding its use.

14. Termination

14.1. The Licensor may terminate this Agreement immediately by giving written notice of termination to the Licensee if:

14.1.1. The Licensee fails to perform any obligation required of Licensee under this Agreement, including, but not limited to, failure to make payment to the Licensor on the due date for payment and remains in default not less than 30 calendar days after being notified in writing to make sure payment;

14.1.2. The Licensee commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) calendar days after being notified [in writing] to do so;

14.1.3. The Licensee is dissolved, ceases to conduct all (or substantially all) of its business;

14.1.4. The Licensee is or becomes unable to pay its debts as they fall due;

14.1.5. The Licensee is or becomes insolvent or is declared insolvent or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors, an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Licensee; or

14.1.6. An order is made for the winding up of the Licensee, or the Licensee passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the Licensee under this Agreement).

15.   Effects of termination

15.1.   Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 4, 6, 12, 13, 15, 20, and 22.

15.2.   Within 10 Business Days following the termination of this Agreement, the Licensee shall:

15.2.1. return to the Licensor or dispose of as the Licensor may instruct all media in its possession or control containing the Software and/or Documentation; and

15.2.2. irrevocably delete from all computer systems in its possession or control all copies of the Software.

15.3.   The Licensor shall have a reasonable opportunity to conduct an inspection of Licensee's place of business to assure compliance with this provision.

15.4.   The Licensor shall refund the fee paid by the Licensee as at the date of termination less a reasonable sum in respect of the Licensee's use of the Software to the date of termination, if applicable.

16.   Modification and Enhancements

16.1.   The licensed Software contains confidential information and trade secrets proprietary to the Licensor and is made available to Licensee in strict confidence. Disassembly or decompilation of the Software is prohibited. No parts of the enclosed Software or Documentation may be reproduced in any form by any means without prior written consent of Licensor or as otherwise permitted in this Agreement.

16.2.   Any use or disclosure of the Software, or of its algorithms, protocols or interfaces, other than in strict accordance with this licence agreement, may be actionable as a violation of our trade secrets rights.

17.   Export

17.1.   The Parties have agreed and acknowledge that they shall at all times comply with any and all applicable laws and regulations including, without limitation, the UK Export Control Act 2002, the UK Bribery Act 2010, the US International Traffic in Arms Regulations (22 CFR 120-130), the US Foreign Corrupt Practices Act (15 U.S.0 78dd-1, et seq.) and any other similar legislation in the United Kingdom and the United States.

18.   Documentation

18.1.   The Documentation shall consist of all operator and user manuals, training, materials, guides, listings, specifications, and other materials for use in conjunction with the Software, as set out in the Proposal. Licensee shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation for its own use as it may determine.

18.2.   The Licensee agrees that any copies of the Documentation which it makes pursuant to this Agreement shall bear all copyright, trademark and other proprietary notices included therein by Licensor and, except as expressly authorised herein, Licensee shall not distribute same to any third party without Licensor's prior written consent.

19. **Delivery**

Unless as otherwise stated in the Proposal, within five (5) days of the execution of this Agreement by Licensor, Licensor shall deliver to the Licensee the required number of copies of the Software together with the required number of copies of the Documentation, in accordance with the Proposal. Licensor shall bear all freight, shipping and handling costs for such delivery of the Software and Documentation and all risk of loss, including any insurance costs.

20. **Software Installation and Acceptance**

Promptly after delivery of the Software and Documentation to the Licensee's premises, the Licensor shall install the Software on the Hardware. The Licensor shall successfully conduct all of its own testing procedures on the Software, in accordance with the Proposal. Upon completion of the acceptance testing procedures set forth in the Proposal, Licensee shall execute a written notice of acceptance of the Software within ten (10) working days. Should the Licensee fail to notify the Licensor of acceptance within the time period stated, the Software will be deemed to be accepted. In the event that the Software fails to pass the acceptance tests set forth in the Proposal, then Licensor shall have a reasonable period of time in which to correct such defect and cause the Software to successfully pass all such tests, failing which Licensee may elect to terminate this Agreement in accordance with Clause 13 and Clause 14.

21. **Operating Environment**

The Software and each module or component and function thereof, shall be capable of operating fully and correctly on the combination of computer equipment (Hardware) the programming language and the operating system, as specified in the Proposal.

22. **Confidentiality**

Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes, or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance in this Agreement, without the prior written consent of such other party. This obligation shall survive the cancellation or termination of this Agreement.

23. **Notices**

23.1. Any notice from one party to the other party under this Agreement must be given by one of the following methods:

23.1.1. delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

23.1.2. sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

23.1.3. providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

24. Force Majeure

The Licensor shall not be liable to the Licensee for failure to fulfil its obligations under this Agreement for delays in performing its respective obligations thereunder due to Force Majeure. If a Force Majeure event occurs, Licensor's time for performance of any such obligation shall be extended for the time period of such delay. If the period of delay or non-performance continues for three (3) months, the Licensee may terminate the Contract in whole or in part by giving thirty (30) Business Days' Notice to the affected Party.

25. General

25.1. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

25.2. If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

25.3. This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

25.4. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

25.5. This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

25.6. This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

25.7. This Agreement shall be governed by and construed in accordance with English law.

25.8. If there is a dispute at any time between the Parties arising out of or in connection with the Agreement, the Parties shall use reasonable endeavours to resolve the dispute amicably. Should the dispute not be resolved within thirty (30) calendar days, one of the Parties may give notice to the other Party of intention to refer the dispute to be resolved by arbitration under the Rules of the London Court of International Arbitration. The number of arbitrators shall be one. The seat or legal place of arbitration shall be London. The language to be used in the arbitration shall be English.

26. Interpretation

26.1. In this Agreement, a reference to a statute or statutory provision includes a reference to:

26.1.1. that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

26.1.2. any subordinate legislation made under that statute or statutory provision.

26.2. The Clause headings do not affect the interpretation of this Agreement.

26.3. In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.