

16 September 2026

Satellite Applications Catapult**Terms & Conditions of Sale****1. Definitions and interpretation**

1.1. In these Conditions, the following terms shall have the following meanings:

- 1.1.1. **Affiliate:** means in relation to a company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.
- 1.1.2. **Applicable Law(s):** means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national.
- 1.1.3. **Background IPR:** means any Intellectual Property Rights vested in or licensed to (a) the Customer prior to or independently of the performance by the Customer of its obligations under the Contract; and (b) the Catapult prior to or independently of the performance by the Catapult of its obligations under the Contract.
- 1.1.4. **Bribery Laws:** means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010.
- 1.1.5. **Business Day:** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.1.6. **Catapult:** means the Satellite Application Catapult Limited, a limited company incorporated and registered in England and Wales with company number 07964746 whose registered office is at Quad 3, Rutherford Avenue, Harwell Science and Innovation Campus, England, OX11 0DF, supplier of Goods and/or Services to the Customer.
- 1.1.7. **Catapult Materials:** has the meaning set out in clause 6.1.5.
- 1.1.8. **Charges:** means the charges payable by the Customer for the supply of Goods and/or Services in accordance with clause 7.
- 1.1.9. **Conditions:** means these terms and conditions as amended from time to time in accordance with clause 23.
- 1.1.10. **Confidential Information:** means all information that is disclosed or made available whether before or after the date of this agreement (in any form or medium), directly or indirectly, by one party to the other party and which relates to the commercial, business and financial affairs, technical information and know-how, products, services, analyses, policies, personnel, customer or suppliers of the disclosing party, any information, findings, data or analysis derived from Confidential Information, and any other information that is identified as, or ought reasonably given the nature of the information and/or the circumstances of disclosure to be considered as, being of a confidential nature.
- 1.1.11. **Contract:** means the contract between the Catapult and the Customer for the supply of Goods and/or Services constituted by the Catapult's countersignature or written acceptance of the Order (or, if earlier, provision of the Services and/or

Goods) and includes these Conditions, the Order and any schedules, annexures, enclosures and attachments.

- 1.1.12. **Control:** means as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
- 1.1.13. **Customer:** means the party which purchases Goods and/or Services from the Catapult.
- 1.1.14. **Customer Default:** has the meaning set out in clause 6.2.
- 1.1.15. **Data Protection Legislation:** means the Data Protection Act 2018, the Data (Use and Access) Act 2025, the General Data Protection Regulation (EU) 2016/679 (when applicable), and all laws and Regulations applicable to the processing of Personal Data under or in relation to the Services from time to time.
- 1.1.16. **Deliverables:** means all documents, products and materials developed by the Catapult or its agents, contractors and employees as part of or in relation to the Goods or Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- 1.1.17. **Existing NDA** has the meaning as defined in clause 16.
- 1.1.18. **Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.1.19. **Goods:** means the goods to be supplied by the Catapult to the Customer under the Contract.
- 1.1.20. **Order:** means the Customer's order for the supply of Goods or Services, as set out in the Customer's written acceptance of the Catapult's quotation.
- 1.1.21. **"Personal Data", "Data Subject", and "Process"** shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.1.22. **Personal Data Breach:** means a breach of security leading to the destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
- 1.1.23. **Relevant Terms** has the meaning as defined at clause 12.2.
- 1.1.24. **Services:** means the services, including any Deliverables, supplied by the Catapult to the Customer as set out in the Order.
- 1.1.25. **VAT:** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Product.
- 1.2. In these Conditions:-
 - 1.2.1. any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - 1.2.2. a reference to writing or written includes email;

- 1.2.3. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time and includes all subordinate legislation made from time to time under that legislation;
- 1.2.4. any reference to the parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;
- 1.2.5. any reference to a person includes any individual, body corporate, unincorporated association, partnership or any other legal entity;
- 1.2.6. words importing the singular number include the plural and vice versa;
- 1.2.7. words importing any gender include any other gender; and
- 1.2.8. headings are for convenience only and shall not affect its interpretation.

2. BASIS OF CONTRACT

- 2.1. These Conditions are supplied by the Catapult or its Affiliate to the Customer and shall be incorporated into each Order to form a Contract for the purchase of the Goods and/or Services. In the event of a conflict between the Order and these Conditions, the Order shall prevail.
- 2.2. The Order constitutes an offer by the Customer to purchase Goods and/or Services, subject to these Conditions.
- 2.3. The Order shall only be deemed to be accepted when the Catapult issues written acceptance of the Order (or, if earlier, when actual provision of the Services begins or when the Goods are delivered and accepted by the Customer in accordance with the Conditions) at which point and on which date the Contract shall come into existence.
- 2.4. Unless expressly stated otherwise, samples, drawings, descriptive matter or advertising issued by the Catapult, do not form part of the Contract or have any contractual force.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF GOODS

- 3.1. In consideration of the Customer's agreement to pay the Charges, Catapult shall supply the Goods to the Customer subject to and in accordance with the Contract.
- 3.2. The Catapult shall use reasonable endeavours to supply the Goods to the Customer in all material respects in accordance with the Order. In supplying the Goods, the Catapult warrants that the Goods supplied under the Contract shall:
 - 3.2.1. be of satisfactory quality and fit for any purpose held out by the Catapult or known to it expressly as a requirement of the Customer when the order is placed;
 - 3.2.2. comply with all Applicable Laws; and
 - 3.2.3. comply with all specific written representations, warranties and statements made or given by the Catapult.

4. DELIVERY OF GOODS

- 4.1. The Goods shall be delivered to the delivery address specified in the Order or, where none is specified, to the Customer's usual place of business, during the Catapult's business hours.

- 4.2. The Catapult shall not be liable for any delay in delivery of the Goods that is caused by a force majeure event or the Customer's failure to provide the Catapult with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.3. Delivery shall be completed at the delivery address on the completion of (a) presenting the Goods for loading by the Customer's carrier or (b) unloading of the Goods.
- 4.4. If the Catapult fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.5. Risk in the Goods shall pass to the Customer on delivery of the Goods to the Customer pursuant to this clause 4.
- 4.6. Title in the Goods shall pass to the Customer on payment by the Customer for the Goods pursuant to clause 7.

5. SUPPLY OF SERVICES

- 5.1. The Catapult shall use reasonable endeavours to from the date set out in the Order and for the duration of the Contract supply the Services to the Customer in all material respects in accordance with the terms of the Contract.
- 5.2. The Catapult shall use reasonable endeavours to meet any performance dates specified in the Order, but such dates are estimates only.
- 5.3. The Catapult may make any changes to the Services which it reasonably considers necessary to comply with Applicable Laws or safety requirements, or which do not materially affect the nature or quality of the Services, and the Catapult shall notify the Customer in any such event.
- 5.4. In supplying the Services, the Catapult shall:
 - 5.4.1. perform the Services with reasonable care, skill and diligence in accordance with relevant good industry practice in the Catapult's industry, profession or trade;
 - 5.4.2. comply with Applicable Laws, guidelines or industry codes which apply to the provision of the Services; and
 - 5.4.3. keep and maintain all materials, equipment, documents and other items belonging to the Customer at the Catapult's premises in safe custody at its own risk.

6. CUSTOMER'S OBLIGATIONS

- 6.1. The Customer shall:
 - 6.1.1. ensure that the requirements of the Order and any information it provides or refers to are complete and accurate;
 - 6.1.2. co-operate with the Catapult in all matters relating to the supply of Goods and/or Services;
 - 6.1.3. provide the Catapult, its employees, agents, consultants and subcontractors, with access to the Customer's personnel, premises, office accommodation and other facilities so far as reasonably required by the Catapult for performance of the Services or the supply of the Goods;
 - 6.1.4. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start and/or the Goods are to be delivered;

- 6.1.5. keep and maintain all materials, equipment, documents and other items belonging to the Catapult (“**Catapult Materials**”) at the Customer’s premises in safe custody at its own risk; and
- 6.1.6. comply with any additional obligations as set out in the Order.
- 6.2. If the Catapult’s performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (“**Customer Default**”):
 - 6.2.1. the Catapult shall without limiting its other rights or remedies have the right to suspend provision of the Services and/or Goods until the Customer remedies the Customer Default;
 - 6.2.2. the Catapult shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Catapult’s failure or delay to perform any of its obligations as set out in this clause 6.2; and
 - 6.2.3. the Customer shall reimburse the Catapult on written demand for any costs or losses sustained or incurred by the Catapult arising directly or indirectly from the Customer Default.

7. CHARGES AND PAYMENT

- 7.1. The Charges for Goods and/or Services are as set out or referred to in the Order. In consideration of the supply of Goods and/or Services by the Catapult, the Customer shall pay the Catapult the Charges in accordance with this clause 7.
- 7.2. If the Charges are based on a time and material basis, the Catapult’s standard daily fee rates for each individual are calculated on the basis of a 7.5-hour day worked on Business Days between 9.00 am and 5.00 pm.
- 7.3. The Catapult shall be entitled to:
 - 7.3.1. charge an additional overtime rate of ten (10)% of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages in the provision of the Services and/or Goods necessarily outside the hours referred to in clause 7.2; and
 - 7.3.2. charge the Customer for any expenses reasonably incurred by the individuals whom the Catapult engages in connection with the provision of Goods and/or Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and reasonably required by the Catapult for the performance of the Services and/or provision of the Goods; and
 - 7.3.3. charge for the cost of any materials used in provision of the Services and/or Goods.
- 7.4. Unless otherwise stated in the Order, the Catapult shall invoice the Customer monthly. The Customer shall pay each invoice submitted by the Catapult:
 - 7.4.1. within thirty (30) days of the date of the invoice; and
 - 7.4.2. in cleared funds to the bank account specified by the Catapult.
- 7.5. All amounts payable by the Customer under the Contract are exclusive of VAT. In the event that VAT is properly chargeable on the provision of Goods and/or Services, the Customer shall pay such VAT provided that the Catapult provides the Customer a VAT invoice.
- 7.6. If the Customer fails to make any payment due to the Catapult under the Contract by the due date for payment, then the Catapult may charge interest on the overdue amount at the rate

of four (4)% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

- 7.7. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Catapult may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Catapult to the Customer.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Neither the Catapult nor the Customer shall acquire any right, title or interest in the other's Background IPR.
- 8.2. The Customer hereby grants the Catapult a royalty-free, non-exclusive and non-transferable licence to use its Background IPR as required until termination or expiry of the Contract for the sole purpose of enabling the Catapult to perform its obligations under the Contract.
- 8.3. Unless otherwise expressly provided in the Order, all Intellectual Property Rights created or developed by the Catapult arising out of or in connection with the Catapult providing the Goods and/or Services to the Customer shall vest and be the exclusive property of the Catapult and the Customer agrees that it shall not exercise any purported rights of ownership, demand payment or account of profit as a result of the creation of such Intellectual Property Rights. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Catapult by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights). The Catapult grants the Customer a revocable, non-transferable, non-sublicensable, non-exclusive licence during the term of the Contract to use such arising Intellectual Property Rights for the purpose of enabling the Customer to make reasonable use of the Goods and/or Services during the term and thereafter for the purposes contemplated in the Contract.

9. LIMITATION OF LIABILITY:

- 9.1. The restrictions on liability in this clause 9 apply to every liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2. Nothing in the Contract shall be construed to limit or exclude either Party's liability for: (a) death or personal injury caused by its negligence or that of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability which, by Applicable Law, may not be excluded or limited.
- 9.3. Subject to clause 9.2, the Catapult shall not be liable to the Customer, for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of damage to goodwill; and/or (g) any indirect or consequential loss arising from or in connection with this Contract.
- 9.4. Subject to clause 9.2, the Catapult's total liability to the Customer shall not exceed a sum equal to 100% of the total Charges under the Contract.

- 9.5. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.6. This clause 9 shall survive termination of the Contract.

10. TERMINATION

- 10.1. Without affecting any other right or remedy available to it, the Catapult may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Customer if:
- 10.1.1. the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default for more than thirty (30) days after being notified in writing to make such payment;
 - 10.1.2. there is a change of Control of the Customer; or
 - 10.1.3. the Customer commits a breach of any Relevant Terms.
- 10.2. Without affecting any other right or remedy available to it, either party may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the other party if:
- 10.2.1. the other party commits a material breach of any term of the Contract (excluding any failure by the Catapult to pay) and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or
 - 10.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - 10.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11. CONSEQUENCES OF TERMINATION

- 11.1. On termination of the Contract for any reason:
- 11.1.1. the Customer shall immediately pay to the Catapult all of the Catapult's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Catapult shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 11.1.2. the Customer shall return all of the Catapult Materials and any other materials, documents, information or data created in the course of the Contract which have not been fully paid for. If the Customer fails to do so, then the Catapult may enter the Customer's premises and take possession of them; and
 - 11.1.3. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

- 11.2. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 11.3. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities the parties have accrued up to the date of termination or expiry.
- 11.4. This clause 11 shall survive termination or expiry of the Contract, however arising.

12. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

- 12.1. Each party shall perform its obligations under the Contract in accordance with all Applicable Laws and take all reasonable steps to secure the observance of this clause by its staff, contractors and advisors.
- 12.2. Any breach of clauses 12 to 15 (inclusive) (the “**Relevant Terms**”) by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle the Company to immediately terminate the Contract by notice under clause 10.2.1 and the Customer shall indemnify, and keep indemnified, the Catapult in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Catapult as a result of or in connection with any breach of the Relevant Terms by the Customer.

13. ANTI-SLAVERY AND HUMAN TRAFFICKING

- 13.1. In performing the obligations under the Contract, each party shall:
 - 13.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to Modern Slavery Act 2015;
 - 13.1.2. notify the other party as soon as it becomes aware of any actual or suspected slavery or human trafficking in its supply chain which has a connection with the Contract or any breach or potential breach of its obligations under this clause13.
 - 13.1.3. maintain appropriate records and conduct reasonable due diligence to identify and mitigate risks of slavery and human trafficking in its supply chain which has a connection with the Contract. Upon reasonable notice, each party shall permit the other party and its representatives to review relevant documentation and, where reasonably necessary and proportionate to identified risks, meet with relevant personnel or inspect premises to verify compliance with this clause13.
- 13.2. Each party represents and warrants that at the date of this Contract neither it nor any of its officers, employees, agents or subcontractors: (a) has been convicted of any offence under the Modern Slavery Act 2015; (b) has been the subject of any investigation, inquiry or enforcement proceedings regarding any alleged offence or prosecution under the Modern Slavery Act 2015; or (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence prosecution under the Modern Slavery Act 2015.

14. PREVENTION OF BRIBERY AND CORRUPTION

- 14.1. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures (construed in accordance with Bribery Laws) to prevent bribery and

use its reasonable endeavours to ensure that all of that party's personnel, all others associated with that party, and all of that party's subcontractors involved in performing the Contract comply.

- 14.2. Without limitation to clause 14.1 above, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

15. DATA PROTECTION

- 15.1. The parties shall comply with their respective obligations and all applicable requirements of the Data Protection Legislation when processing any Personal Data in connection with the Contract. This clause 15 is in addition to, and does not relieve, remove or replace a party's obligations or rights under the Data Protection Legislation.
- 15.2. The parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data for the duration and purposes of the Contract.
- 15.3. Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected.
- 15.4. The parties shall not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the other party has been obtained and any reasonable conditions imposed by the other party in relation to the transfer are fulfilled.
- 15.5. Each party shall assist the other party in responding to any request from a Data Subject and in ensuring its compliance with obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- 15.6. The Customer shall maintain complete and keep accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by the Catapult and at the written direction of the Catapult, delete or return Personal Data and copies thereof to the Catapult on termination or expiry of the Contract unless required by the applicable Regulations to store the Personal Data.
- 15.7. This clause 15 shall survive termination or expiry of the Contract, however arising.

16. CONFIDENTIALITY

- 16.1. The parties acknowledge that a separate confidentiality or non-disclosure agreement may already be in place between them, which governs the treatment of Confidential Information (the "**Existing NDA**"). Where there is an Existing NDA, its terms shall apply to any Confidential Information exchanged pursuant to this Contract and shall supersede the confidentiality provisions herein. If no such agreement exists, the confidentiality obligations set out below shall apply.

- 16.2. Each party undertakes that it shall not at any time during the Contract and for a period of three (3) years after termination or expiry of the Contract, disclose to any person any Confidential Information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.3 below.
- 16.3. Each party may disclose the other party's Confidential Information:
- 16.3.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 16 and shall be directly liable to the other party for any breach by such persons; and
 - 16.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.4. Neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 16.5. This clause 16 shall survive termination or expiry of the Contract, however arising.

17. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. Each party shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so and use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations. If such circumstances continue for a continuous period of more than two (2) months, either party may terminate the Contract by written notice to the other party.

18. ASSIGNMENT AND OTHER DEALINGS

- 18.1. The Catapult may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 18.2. The Customer shall not, without the prior written consent of the Catapult, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

19. NOTICES

Any notice or other communication given by a party in connection with the Contract shall be in writing and shall be delivered to the other party to its principal place of business by hand, by pre-paid first-class post or other next working day delivery service, or by email to such email address as the other party has specified. Notices are deemed received: by hand on receipt of a signature at the time of delivery; or by pre-paid first-class post or other next working day delivery service at

9.00 am on the second Business Day after posting; or, if sent by email, one Business Day after transmission.

20. WAIVER

- 20.1. No failure or delay by a party to enforce the performance of its rights under the Contract or by law shall operate as a waiver of its rights, nor shall such failure or delay prevent or restrict the further exercise of that or any other right or remedy.
- 20.2. No single or partial exercise of any right, power or remedy provided by law or under the Contract by a party shall prevent any future exercise of it or the exercise of any other right, power or remedy by that party.

21. SEVERANCE

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision, the relevant provision or part-provision under this clause shall not affect the validity or enforceability of the rest of this agreement.

22. THIRD PARTY RIGHTS

- 22.1. Except as expressly provided for in clause 22.2 below, no one other than a party to this Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 22.2. Any Affiliate of the Catapult shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

23. VARIATION

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

24. ENTIRE AGREEMENT

- 24.1. The parties agree that the Contract and any documents entered into pursuant to it, and any Existing NDA (which shall remain in full force and effect in accordance with clause 16.1), constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 24.2. Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it.

25. GOVERNING LAW AND JURISDICTION

- 25.1. The Contract and any dispute or claim arising out of or in connection with it shall be governed by the laws of England and Wales and the parties irrevocably agree that the courts

of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

25.2. This clause 25 shall survive termination or expiry of the Contract, however arising.