

Terms of Service WIZportal

Solviteers Software GmbH (hereafter: "Solviteers") offers the case management software "WIZportal" as a software-as-a-service (SaaS) product for use over the Internet on the website www.wizportal.co.uk.

The present Terms of Service (hereafter also: "ToS") apply at all times to the provision and use of WIZportal, irrespective of whether the Customer is required to pay for such use. Any terms and conditions of the Customer shall not apply.

Only professional organisations and their personnel may obtain the right to use WIZportal. The use of WIZportal is not available for consumers.

1. Definitions

- 1.1. **Account:** the part of WIZportal that contains Customer's (and its Authorized Users') settings and data.
- 1.2. **Agreement:** the agreement constituted by the present ToS, the Data Processing Agreement, and the confirmation of successful registration or extension sent by Solviteers to Customer.
- 1.3. **Authorized User:** any individual person authorized to use WIZportal, restricted to employees of Customer, its clients, and their (health) care professionals or service providers.
- 1.4. **Customer:** the customer who has obtained or will obtain the right to use WIZportal.
- 1.5. **Customer Data:** all data which is provided to Solviteers by or on behalf of Customer through use of WIZportal.
- 1.6. **Login Details:** the confidential details that must be submitted by an Authorized User to use WIZportal, which may include username, e-mail address, password, biometrics, smart tokens, and/or other factors.
- 1.7. **Online Storage:** the online storage space which is made available to Customer to enable Customer to store Customer Data.
- 1.8. **Service:** the service which consists of making WIZportal available for use via the Internet.
- 1.9. **Subscription Fees:** the fees owed for the Subscription License(s).
- 1.10. **Subscription License (SL):** the subscription license required for each Authorized User to use WIZportal.
- 1.11. **Website:** the website at www.wizportal.co.uk.
- 1.12. **WIZPortal:** the case management software provided by Solviteers and/or its licensors and contractors, and made accessible via the Internet (normally accessible through a standard web browser) on the Website.

2. Obtaining the right to access and use WIZportal

- 2.1. Customer may obtain the right to access and use WIZportal by completing the registration form on the Website and agreeing to these ToS and the Data Processing Agreement as required. Any use of WIZportal shall also constitute acceptance of these ToS and the Data Processing Agreement. Unless provided otherwise on the registration form, successful registration results in a free right to try WIZportal for 30 days. Solviteers confirms each successful registration by e-mail to the e-mail address supplied by Customer. In a second e-

mail, the required Login Details will be supplied to Customer. If an initial password is provided by Solviteers, this must be changed by Customer (i.e. its Authorized User) after the first login. The initial free trial is restricted to a maximum of three (3) Authorized Users. The first Authorized User, who has completed the initial registration on behalf of the Customer, will be granted administrative rights to order paid Subscription Licenses. If at the end of the trial period a paid renewal period is not ordered by or on behalf of Customer, the right to use WIZportal will terminate automatically. During the period that WIZportal is made available for use for free, the provision of WIZportal may be terminated at any moment, without notice.

- 2.2. Customer may request a paid Subscription License via its Account, by choosing an SL for 3, 6 or 12 months. Subject to Customer's obligation to pay the applicable Subscription Fees, the SL will be granted for the chosen period. The same process applies for requesting an SL following a free trial, as for requesting an extension of a paid SL. To request an extension Customer must confirm agreement to the ToS and Data Processing Agreement, in their then current versions. Subsequently, Customer must confirm its order for a paid SL by clicking the appropriate button. Solviteers confirms its receipt and acceptance of such a request by e-mail. By the completion of this digital process of offer and acceptance, an agreement is concluded concerning the provision and use of WIZportal, governed by these ToS. The Account and Customer Data created during the use of a free trial period, will remain available when Customer has ordered a paid SL.
- 2.3. During the registration process and while using WIZportal Customer (and primarily its first Authorized User, who has admin rights) must ensure that any information provided about itself or any organisation it represents, is accurate. Customer is also obliged to keep any supplied information up-to-date. In particular, Customer is required to truthfully declare that it is a business or professional organisation in accordance with applicable law. Any person who submits a request or information to Solviteers on behalf of Customer, personally guarantees to be authorised to represent Customer in the matter.
- 2.4. The right to access and use WIZportal is at all times conditional upon Customer's timely and complete payment of the applicable Subscription Fees, except where access is provided for free to enable Customer to try WIZportal for a limited time.
- 2.5. To use WIZportal, Customer must comply with the requirements provided in these ToS, and any further (system) requirements made available by Solviteers (normally via the Website). Customer understands and agrees that WIZportal may not function properly or at all in the event of non-compliance with any (system) requirements. Solviteers will in no event be liable for any issues or damage caused by or related to such non-compliance.
- 2.6. Access to and use of WIZportal will be granted by enabling each Authorized User to setup a password and/or other Login Details, on the website of WIZportal, unless Solviteers has specified that access will be granted in another way.
- 2.7. Solviteers reserves all rights not expressly granted under this Agreement.

3. Type and scope of service

- 3.1. WIZportal is provided and works in accordance with the latest applicable product descriptions made available by Solviteers (normally via the Website).
- 3.2. Solviteers ensures sufficient computing power, memory, storage and network capacity, as needed to permit use of WIZportal via the Internet. Unless and to the extent explicitly provided otherwise in writing by Solviteers, WIZportal may only be accessed and used via devices that are sufficiently up-to-date and secure, using networks with sufficient available bandwidth (preferably guaranteed and not overbooked). Solviteers is not responsible for any malfunction in WIZportal caused by deficiencies in Customer's own devices or networks.
- 3.3. Because the software of WIZportal is run on the servers of Solviteers, no traditional copyright

license to run such software is required, nor granted. Solviteers only provides Customer and its Authorized User(s) a non-exclusive, non-assignable, worldwide limited right to access and use WIZportal via the Internet upon Customer's Authorized User(s) having supplied their valid Login Details.

- 3.4. The use of WIZportal that is permitted under an SL is limited to the internal business purposes of the Customer. Customer is expressly not permitted to (re)sell access or use of WIZportal to any person or organisation other than its own Authorized User(s).
- 3.5. Unless provided otherwise by Solviteers, an SL applies to use WIZportal as may be updated from time to time by Solviteers. Customer understands and agrees that updates may be rolled out for all customers at once, and that Customer cannot be exempt from certain updates.
- 3.6. If Customer intentionally or unintentionally enables unauthorised persons to access and use WIZportal, this will constitute a violation of the (intellectual property) rights of Solviteers. In such event, Solviteers may require Customer to pay a compensation equal to 1,5 times the amount that Customer would have had to pay for the relevant number of Authorized Users. In addition, Solviteers may charge an interest of 1% per month from the moment the unauthorized use took place, and require Customer to fully compensate both the judicial and extrajudicial collection costs, including lawyer's and bailiff's fees and the costs of collection agencies, in addition to the amount that is owed and the interest due in respect thereof. Customer is obliged to inform Solviteers immediately in the event an unauthorised person has had access to or used WIZportal.
- 3.7. The parties agree that any laws concerning the rent of goods or property do not apply to the provision and use of WIZportal. The parties explicitly exclude the application of any such laws to the Agreement, to the extent permissible under applicable law.

4. Reassignment of Subscription Licenses

- 4.1. Except as expressly permitted by Solviteers, Customer may not reassign the SL of an Authorized User to another person within the same organisation. When Customer is permitted to reassign SL's, Customer may not reassign the SL more frequently than once during each payment period (see section 10.1) per SL. Reassignment of an SL always implies that the person previously authorized to use WIZportal, will no longer be authorized to use it when the SL is assigned to a new Authorized User.
- 4.2. In special circumstances, for example if an Authorized User is sick or a device is stolen, Solviteers may choose to permit temporary reassignment of an SL, if requested by Customer.

5. Availability of WIZportal (Service Level Agreement, SLA)

- 5.1. Solviteers guarantees that WIZportal is made available at least 99% of the time, 24 hours per day, 7 days per week. This guarantee is limited to the elements of the Service which are within the control of Solviteers. Elements and circumstances beyond the control of Solviteers which may affect the availability or quality of the Service for Customer, for example Internet nodes beyond Solviteers' network, are excluded. Any negative effect on the availability or performance of WIZportal caused by the devices or network(s) used by Customer to access WIZportal, is also excluded from the guarantee provided by Solviteers.
- 5.2. For every full hour that WIZportal is not available below 99% during a month, Customer has the right to claim a credit in the amount of 10%, up to a maximum of 50%, of the amount paid for the Authorized Users affected by the downtime, as a discount on the next invoice. This credit is the sole remedy in the event the guaranteed availability of 99% is not met.
- 5.3. The measurement by the systems of Solviteers of the availability of WIZportal is binding, except to the extent Customer can prove a measurement to be inaccurate.

- 5.4. Solviteers strives to perform maintenance which may affect the availability or quality of the Service outside of regular office hours (Monday to Friday between 8:00 and 18:00). In the event it is necessary to perform maintenance during office hours, Customer will be informed via e-mail.
- 5.5. Customer is required to notify Solviteers in the event the guaranteed availability of WIZportal is not met, or if Customer experiences any defect, error or deficiency in the Service. Customer must describe the issue as accurately as possible, in order to enable Solviteers to respond as quickly and efficiently as possible.

6. Data access, extraction and retention

- 6.1. Customer gives Solviteers the right to store, process and reproduce Customer Data as necessary for the delivery of the Service to Customer.
- 6.2. During the Customer's subscription term, Customer has the ability to access and extract Customer Data stored in (the Account of) WIZportal. Although Solviteers strives to enable Customer to extract its Customer Data in a commonly used format, Solviteers does not guarantee that Customer Data extracted from WIZportal, can be read or used by or is interoperable with any other application. Customer has the option to request to receive a backup copy of the SQL database containing its Customer Data. Unless Solviteers has specified otherwise in writing, the cost of creating and providing such a backup to Customer is €500 (incl. VAT).
- 6.3. Solviteers may retain Customer Data stored in Customer's Account for a period of up to 30 days after termination of the relevant subscription. After this period, Solviteers may delete the relevant Account and the associated Customer Data.

7. Privacy and personal data protection

- 7.1. Solviteers is fully aware of the sensitivity of the data that may be processed via WIZportal, and Solviteers takes all appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the likelihood and severity of harm to the rights and freedoms of natural persons.
- 7.2. Solviteers complies with the laws concerning privacy and protection of personal data which apply to the provision of WIZportal. In order to use WIZportal, Customer is required to fully comply with the laws concerning privacy and protection of personal data which apply to the use of WIZportal.
- 7.3. To facilitate compliance with applicable law and safeguard the protection of privacy and personal data protection in the context of the provision and use of WIZportal, Solviteers offers a Data Processing Agreement. Acceptance of any offer to use WIZPortal, as well as actually using WIZportal, also constitutes acceptance of the Data Processing Agreement provided by Solviteers.

8. Security

- 8.1. Solviteers implements appropriate security measures to protect Customer Data stored in WIZportal against unauthorized destruction, loss, alteration, access, and disclosure.
- 8.2. Solviteers strives to make the process logging into and using WIZportal as safe and as easy as possible, taking into account the nature of the data processed (to the extent this can be known or estimated by Solviteers), and the risks involved.
- 8.3. Customer and each of its Authorized Users are responsible to keep their Login Details secure and strictly confidential.

- 8.4. Customer understands and agrees that the process for authenticating Authorized Users and other security measures may to some extent be configurable, and that Customer shall be solely responsible for its choices which may affect the level of security (e.g. the strength of chosen passwords or other factors, any configurable backup settings, etc).
- 8.5. Solviteers may assume that any actions taken in WIZportal after valid Login Details have been submitted, are taken by the relevant Authorized User. Customer is responsible for all such actions, unless it has informed Solviteers of a breach of security of its Login Details or Account.
- 8.6. In the event either Party becomes aware of a breach of security, or a significant imminent threat to security, it shall inform the other Party without delay, if possible within 24 hours.

9. Confidentiality

- 9.1. "Confidential Information" means any and all confidential or proprietary information and data of one Party (the "Disclosing Party") disclosed to the other Party (the "Receiving Party") in connection with this Agreement and which is identified or should be reasonably understood to be confidential at the time of such disclosure. Confidential Information includes any deviations from Solviteers' standard terms incorporated in the Agreement, and any third party confidential information which the Disclosing Party has obtained pursuant to a confidentiality agreement with a third party. The Receiving Party shall transmit such Confidential Information only to those of its agents, representatives, affiliates and employees who need to know such Confidential Information for the performance of this Agreement, who are informed of the confidential nature of the Confidential Information and who agree treat such Confidential Information as confidential. The Receiving Party agrees that it and its agents, representatives, affiliates and employees shall (a) keep any Confidential Information provided by the Disclosing Party pursuant to the Agreement confidential, and (b) not disclose or use any Confidential Information of the Disclosing Party in any manner whatsoever, in whole or in part, for any purpose at any time other than for the purpose provided hereunder. This section shall not apply to any information which: (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of the Agreement; (b) was within the Receiving Party's possession prior to its disclosure to it by or on behalf of the Disclosing Party; (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party not under obligation to keep such information confidential; or (d) is developed independently by the Receiving Party. In the event that a Receiving Party becomes legally compelled to disclose any Confidential Information provided pursuant to the Agreement, such Receiving Party shall provide the Disclosing Party with prompt written notice so that such Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of the Agreement. Any Confidential Information provided hereunder shall remain the exclusive property of the Disclosing Party. Promptly after the expiration or termination of the Agreement for any reason, each Receiving Party shall deliver to each Disclosing Party all originals and copies of any material in any form containing or representing the Confidential Information in its possession or shall destroy the same at the request of the Disclosing Party relative to such Confidential Information.
- 9.2. The Parties shall take appropriate technical and organizational security measures to protect each other's Confidential Information, taking into account the sensitivity of the information involved. Source code and confidential, proprietary technical approaches shall be given the highest level of protection. The Parties will ensure that any staff members or consultants provided access to such material will be under a nondisclosure agreement no less protective than this section 9.
- 9.3. This section 9 shall survive the termination of this Agreement and any other relationship between the Parties.

10. Payment and fees

- 10.1. The applicable Subscription Fees are calculated in accordance with the prices specified on the Website, which are accepted by Customer during the process of registration or extension as described in clause 2.1 and 2.2.
- 10.2. Except if explicitly agreed otherwise in writing, the Subscription Fees for the full duration of the subscription are invoiced in advance.
- 10.3. Customer consents to receiving invoices electronically (normally via e-mail, in pdf-format). The invoice will be sent to the e-mail address specified by Customer during the registration process.
- 10.4. All prices are in Euro and exclusive VAT unless specified otherwise.
- 10.5. Invoiced amounts are due and payable within fourteen (14) days after the invoice date, unless specified otherwise on the invoice.
- 10.6. If an amount due is not paid within the payment term, statutory interest will be due in respect of the outstanding invoice without requiring further notice of default. In the event payment is not made on time, Customer is obliged to fully compensate both the judicial and extrajudicial collection costs, including lawyer's and bailiff's fees and the costs of collection agencies, in addition to the amount that is owed and the interest due in respect thereof.
- 10.7. If Customer is late with payment, and still has not paid within ten (10) days after Solviteers has sent a warning to Customer's registered e-mail address, Solviteers will have the right to limit the use of WIZportal to reading data (read-only) or to fully block the use of WIZportal, until all due amounts have been paid in full. This without prejudice to any other rights Solviteers may have in such event.

11. Responsibilities of Customer

- 11.1. Customer has several own responsibilities in the context of receiving the Service.
- 11.2. Customer shall provide any cooperation reasonably required from Customer by Solviteers to enable Solviteers to provide the Service and/or other contractual obligations.
- 11.3. Customer is responsible to meet all (system) requirements for using WIZportal, in accordance with clause 2.5 of these ToS.
- 11.4. Customer is required to keep its Login Details secure and may not disclose them to unauthorized persons.
- 11.5. Customer shall indemnify and hold harmless Solviteers from and against any damage, liability or claim caused by Customer's violation of the Agreement, including in particular the acceptable use policy (AUP).

12. Acceptable use policy (AUP)

- 12.1. Customer nor its Authorized Users may use WIZportal in any way that:
 - a) is prohibited under applicable law;
 - b) violates the rights of others, or exceeds the applicable SL(s);
 - c) harms WIZportal, or its use by others;
 - d) is intended to gain unauthorized access to or disrupt any device, service, network, account or data;
 - e) is intended to pool, multiplex or reroute connections, devices or other resources in such a manner that an SL could be shared between Authorized Users and non-authorized users; or

- 12.2. Solviteers has the right to verify Customer's compliance with the AUP, but is not obliged to do so.
- 12.3. Solviteers may suspend Customer's access to and use of WIZportal, if Solviteers knows or reasonably suspects that Customer has violated the terms of this Agreement, and Solviteers deems suspension necessary and proportionate given the violation at hand. Unless Solviteers believes immediate suspension is required, Solviteers will provide reasonable notice before the suspension will take effect.

13. Customer support

- 13.1. Customer may request support from Solviteers in the event WIZportal is not available or does not work in accordance with the applicable product description and documentation, causing a significant deterioration in the use or usefulness of WIZportal, or If Customer Data is lost from WIZportal.
- 13.2. Customer must notify a disruption or malfunction as described above immediately to Solviteers, and provide a detailed description of the issue, to enable Solviteers to solve it as quickly and efficiently as possible.
- 13.3. Unless and to the extent explicitly provided otherwise in an SLA applicable to Customer, Solviteers does not warrant that any issue can be solved within a particular time frame or at all, particularly if caused by user error, which includes non-compliance with any (system) requirement.
- 13.4. Support requests may be made only via e-mail. Support requests will be processed during regular opening hours (Monday – Friday between 8:30 and 16:30, excluding public holidays). Support by telephone is not provided for WIZportal. Solviteers will respond within 24 hours (only the time during regular opening hours is counted), either by an e-mail with a proposal to solve the issue, or by solving it immediately.
- 13.5. Solviteers is not required to offer support concerning issues caused by or related to:
 - a) Modifications made by Customer to the software (as Customer is not permitted to modify the software, other than using the available options for configuration);
 - b) User error, which includes non-compliance with any (system) requirement;
 - c) Third party software; or
 - d) Any defect or malfunction in Customer's device(s) or Internet connection used to access WIZportal;
- 13.6. Unless explicitly agreed otherwise in writing, Solviteers is not obliged to provide any additional support services than as described in this section. In particular Solviteers is not required to provide installation, modification, bespoke functionalities, or consultancy.

14. Maintenance and updates

- 14.1. Solviteers makes commercially reasonable efforts to regularly update and improve WIZportal, and to provide appropriate information about changes that may be relevant for Customer.
- 14.2. WIZportal is made available for all Customers at the same time, and any updates will be rolled out for all Customers at the same time. Customer understands and agrees that Solviteers cannot exempt Customer from any update or modification, or create any bespoke update or modification for Customer alone.
- 14.3. Solviteers may modify or terminate WIZportal if Solviteers deems this necessary to comply with applicable laws and regulations, or if other circumstances beyond Solviteers's reasonable control prevent the continued provision of WIZportal. If Solviteers terminates

WIZportal for this reason, Customer will receive a credit for any amount paid in advance for the period after termination.

15. Intellectual property

- 15.1. Nothing in this Agreement shall be construed as an assignment or transferral of any right from Solviteers to Customer.
- 15.2. Any use made of WIZportal that falls outside of the rights granted under a valid Subscription License, constitutes a violation of the intellectual property of Solviteers and/or its Licensors. Violation of intellectual property may result in enforcement measures, which may include legal procedures where the full cost of the procedure, including the costs of lawyers and/or advisers, may be recovered.

16. Liability

- 16.1. Customer understands and agrees that Customer shall be solely responsible for any action, inaction or decision taken by Customer, irrespective of the extent to which Customer's action, inaction, or decision may have been informed or influenced by Customer's use of, or inability to use, WIZportal. Consequently, Solviteers shall not be liable to compensate any damage resulting from or related to Customer's use of WIZportal. The foregoing applies, without limitation, if any medication is given on the basis of Customer Data entered into WIZportal, and any alerts configured by Customer.
- 16.2. The liability of Solviteers under any ground (including but not limited to tort, imputable failure to perform a contractual obligation, and breach of warranty) shall in any event (where liability is not or cannot be fully excluded under imperative law) be limited to the amount paid by Customer for WIZportal or any other provided service or product in the three (3) months prior to the moment the damaging event occurred, with an absolute maximum of €5,000 (five thousand Euro). This limitation of liability shall not apply in the event of intentional misconduct or wilful recklessness.
- 16.3. Solviteers shall in no event be liable to compensate indirect damage, consequential damage, lost profits, missed savings, or damage due to business interruption.
- 16.4. Any right of Customer to compensation of damage shall expire two months after the damage occurred, or should have reasonably been discovered by Customer, unless a written and substantiated claim for compensation is received by Solviteers before this time.
- 16.5. Solviteers shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control (force majeure), including, without limitation, cybercrime, failure of a utility service or transport or telecommunications network, war, riot, fire, flood, storm or unforeseeable default of suppliers or sub-contractors. provided that Customer is notified of such an event and its expected duration. In the event of force majeure, Solviteers shall inform Customer without undue delay of the nature of the force majeure, and the expected duration.

17. Term and termination

- 17.1. The Subscription License to access and use WIZportal is valid for the period as specified in clause 2 above, and/or in the registration process. The subscription may not be terminated by Solviteers before it expires, unless for cause as described in clause 17.3. Customer may terminate the subscription at any time, without such termination giving rise to a cancellation or credit of any invoice, nor to a refund of any amount paid by Customer for the subscription.
- 17.2. Before the end of the applicable subscription period, Customer will receive an e-mail stating

that the Subscription License will be terminated, unless Customer extends it by performing the required actions as described in clause 2 above, or other actions specified by Solviteers in the e-mail. The subscription may also be extended automatically without further action of Customer being required, if this is stated in the e-mail sent by Solviteers.

- 17.3. Each Party may terminate this Agreement unilaterally for cause, in the following circumstances:
- a) upon the other Party's material breach of this Agreement and, in case of a remediable breach, if the other Party fails to cure such breach within thirty (30) days after receipt of written formal notice specifying the breach;
 - b) the other Party has applied for or received, whether provisional or not, a moratorium, or
 - c) upon the other Party ceasing to conduct business other than for reconstruction or amalgamation while solvent, or becoming or being declared by a bankruptcy court to be insolvent or bankrupt.
- 17.4. Upon the termination of this Agreement:
- a) each Party shall return or destroy, at the other Party's request and option, all materials and information received from the other Party, except to the extent retention is required under imperative law (see also clause 6.3);
 - b) Customer shall make payment of any amount still due and payable.
- 17.5. Termination or expiration of this Agreement shall not relieve either Party of any obligations which by their nature continue after the date of termination or expiration.

18. Changes to this Agreement

- 18.1. For each SL purchased under this Agreement, the terms of this Agreement will apply, and will not change, during the term of the applicable subscription. However, when Solviteers modifies WIZportal(s) in such a way that new features or functionalities are added, Solviteers may make updates to this Agreement that apply to Customer's use of WIZportal(s). When Customer purchases a new subscription, a new version of this Agreement may be provided to Customer, which Customer must accept in order to purchase the new subscription.

19. Interpretation and enforcement of this Agreement

- 19.1. The Agreement shall be governed solely by German law, without regard to any conflict-of-law provisions that may be contained in German law. English language words used in the Agreement, intend to describe German legal concepts only and the consequences of the use of those words in any other law shall be disregarded. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.
- 19.2. Any dispute between the Parties arising from or relating to this Agreement which cannot be resolved amicably, shall be brought to the court of Aachen.
- 19.3. With respect to notices and correspondence the Parties elect domicile at the addresses specified in the Agreement.
- 19.4. When the Agreement states something must be "written" or "in writing", this includes e-mail or other electronic messages, provided that the integrity and authenticity of the electronic message can be verified to a reasonable level of certainty. Solviteers may provide Customer with electronic information and notices via WIZportal itself, for example into the Customer's Account. The date of the notice is the date it was made available by Solviteers.
- 19.5. The Agreement supersedes any prior written or oral agreements and/or arrangements between the Parties on the same subject.

- 19.6. Neither Party is authorized make statements or representations on behalf of the other Party, or enter into any obligation or agreement with any third party on behalf of the other Party.
- 19.7. The headings and titles are intended to improve readability, rather than strictly limit the meaning or applicability of the provisions below them. To interpret the Agreement, the language contained within the provision itself should be given more weight than the heading of the section.
- 19.8. The Agreement may only be amended or supplemented by a written and signed agreement between the Parties, except where otherwise specified in this Agreement.
- 19.9. If any provision of the Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.