

SS&C|BLUE PRISM GENERAL TERMS FOR PRODUCTS AND PROFESSIONAL SERVICES

1. Contract Formation and General

- a. General Terms. These SS&C|Blue Prism General Terms for Products and Professional Services ("**General Terms**") form part of the agreement(s) made between you and the relevant SS&C entity or entities, each as specified in your Order and/or the applicable Addendum(-a) (each as defined below). References to "we", "our", "us" or "Blue Prism" shall be references to the relevant SS&C entity.
- b. Product- and Professional Services-Specific Addenda. The agreement governing our provision of and your access to and use of certain software and/or software-as-a-service products (each, a "**Product**") and/or our provision of professional services ("**Professional Services**") (the "**Agreement**") may be formed in different ways depending on whether you are purchasing directly from us or via an authorized reseller partner (a "**Partner**") as further described below. Products and Professional Services may be referred to together in these General Terms as "**Offerings**". These General Terms should be read together with the applicable Product- or Professional Services-specific addendum (each, an "**Addendum**") and (in the case of Professional Services) the statement of work ("**Statement of Work**") applicable to each engagement.
- c. Order of Precedence. If there is any conflict between your Order, this Addendum and the General Terms, the order of precedence for construction purposes (from the highest priority to the lowest priority) shall be: (1) the Order for the relevant Offering; (2) this Addendum; and (3) the General Terms.
- d. Direct Sales. If you purchase Products or Professional Services directly from us, you enter into an Agreement with the SS&C entity specified on the order document issued by us (the "**Order**") to purchase the Offering, which will include the relevant pricing and commercial terms. Where the SS&C entity specified in the Order is the same as the SS&C entity specified in the relevant Addendum, the Agreement also governs our provision of and your access to or use of the relevant Offering, and in this case, the Agreement will normally comprise the Order, these General Terms, the relevant Addendum and (in the case of Professional Services) the relevant Statement of Work. In some cases, the SS&C entity identified in the Order and the entity identified in the Addendum may differ: in such cases the entity specified in the Order is acting as distributor and the pricing and commercial terms of your Agreement for the purchase of the relevant Offering will be as set out in the Order, incorporating these General Terms, while you will also be entering into a separate Agreement with the entity identified in the Addendum, also incorporating these General Terms, that governs our provision of and your access to or use of the relevant Offering.
- e. Indirect Sales. If you purchase Products or Professional Services from a Partner, the pricing and commercial terms of your contract for the purchase of the relevant Offering will be set out in your agreement with the Partner (a "**Resale Agreement**"). Nothing in a Resale Agreement imposes any obligation or liability on us. In the case of sales via a Resale Agreement, the "Order" is the ordering document entered into between the Partner and us pursuant to which the Partner orders an Offering from us for resale to you. In consideration of the Partner placing an Order with us on your behalf and of you entering into a Resale Agreement with the Partner, or by separately agreeing to its terms, you enter into an Agreement with us that governs our provision of and your access to or use of the relevant Offering. In this case, the Agreement will comprise these General Terms, the relevant Addendum and (in the case of Professional Services) the relevant Statement of Work.
- f. Multiple Agreements. If you enter into more than one Addendum, each such Addendum, together with these General Terms, forms an independent Offering-specific Agreement between you and Blue Prism. Once you have executed an Addendum for an Offering, any reference to these "General Terms" herein shall be construed as a reference to the Offering-specific Agreement incorporating these General Terms.

2. Products and Usage

- a. Term and Usage Metric. The following will be set out in the Order: (i) the name of the Offering(s); (ii) a metric and the quantity of the stated metric for the Offering(s); (iii) the commencement and duration of your permitted usage of the Product or receipt of the Professional Services ("**Term**"); (iv) your chosen level of Support (as defined below and where applicable); and (v) any other provisions necessary or useful in quantifying your consumption of the Offering(s).
- b. Documentation. A Product includes the Documentation applicable to that Product. "**Documentation**" consists of the standard user and install guides and other technical documentation made available by Blue Prism in relation to a Product and excludes marketing materials.
- c. Credentials. We will generate credentials to give you access to the Product(s) named in the Order in the agreed quantities for the relevant Term ("**Credentials**").
- d. Usage Rights. When we issue Credentials to you for a Product, we grant you the usage rights specified in the Addendum applicable to such Product ("**Usage Rights**"), and those Usage Rights will be subject to conditions as specified in the applicable Addendum.
- e. Affiliates, Users and Authorized Users. Your "**Affiliates**" are entities that control, are controlled by, or are under common control with you, where "control" means in relation to an entity, ownership of more than 50% of such entity's voting securities. Your "**Users**" are any of your and your Affiliates' employees and individual contractors, or employees of a service provider to you or any of your Affiliates, which you allow to install, use or access the Offering(s) provided to you. Affiliates and Users together are your "**Authorized Users**". You will be responsible for the acts and omissions of your Authorized Users and, if you use third party hosting, for those of the hosting provider, as if they were your own.
- f. Restrictions. Unless the applicable Addendum permits otherwise: (i) only you and your Affiliates are permitted to access, use and/or receive the Product(s) by means of your Users; (ii) you are not permitted to assign, sub-license, copy, provide or make the Product(s) available to any other person or entity, or use the Product (s) for any other person or entity; (iii) you are not permitted to modify or adapt the Product(s), or to render the Product(s) human-readable; and (iv) you may not reverse engineer, decompile or disassemble the Product(s), except and only to the extent that applicable law expressly permits despite this limitation.
- g. Overuse fees. In the event you overuse a Product, or you use a Product outside the scope of your Usage Rights (whether such overuse is identified by audit or otherwise), you agree to pay for the overuse of the Product(s) or for an expansion of the Usage Rights at our standard rates.
- h. Additional Restrictions or Limitations. Your license to or right to use any Product named in your Order may be subject to additional restrictions or limitations as detailed or referenced in your Order, in the Documentation or at <http://portal.blueprism.com/agreements>
- i. Third Party Components. The Products may include or be distributed with open source or other third-party components ("**Third Party Components**"). When required, we will identify any Third Party Components and any different license terms or notices applicable to them in the Documentation. For the purposes of the Agreement, "Product" does not include Third Party Components.

- j. Evaluations and other No Charge Licenses. If we offer you an evaluation, preview or proof of concept for a Product (each, an “**Evaluation**”), your use of such Evaluation is for the limited purpose of assessing the functionality of that Product and to provide us with your feedback (which we may use freely). If we send you Credentials for an education license, then you may only use that license if you are a government-accredited educational institution, and your use of such license is limited to educational purposes. If we send you Credentials for a development license, then your use of such license is limited to (a) training your internal users on the operation of a Product or to developing, maintaining or testing process automations for use with a Product. Each of an education license and a development license is a “**No Charge License**”. You may not use an Evaluation or a No Charge License to process any personal data, and may not use an Evaluation or a No Charge License in a production environment. Use of an Evaluation or a No Charge License by you or by your Authorized Users is “AS IS” WITHOUT WARRANTY OF ANY KIND AND “AS AVAILABLE”. No support terms or service level agreements apply to an Evaluation or a No Charge License. We may, at our discretion and without notice, change, limit or discontinue any Evaluation or No Charge License, including your access and use. Our entire liability for all claims, damages and indemnities arising out or related to your use of an Evaluation or a No Charge License will not exceed, in the aggregate USD \$1,000.00 (or equivalent in local currency). We have no obligation to make an Evaluation or a No Charge License generally available.
- k. Early Access. These General Terms do not apply to any prototype, beta, early access or other pre-production release of a product; such products are subject to the applicable Early Access Terms available at <http://portal.blueprism.com/agreements>.

3. Security and Updates

- a. No Malicious Code. We will take commercially reasonable steps to ensure that a Product does not contain viruses or other malicious code.
- b. Updates. We will make updated versions of a Product available to you as they are made generally available, as an available substitute for prior versions. You acknowledge that we may make modifications to a Product from time-to-time, including to vary certain features or functionality, or to address potential security concerns.

4. Support and Warranty

- a. Support. We will provide support for Products (at the support level you have purchased) as described in our SS&C|Blue Prism Global Customer Support Services Terms available at <http://portal.blueprism.com/agreements> as revised from time to time (“**Support**”).
- b. Support Warranty and Remedy. We warrant that we will provide Support with reasonable skill and care. If this warranty is breached your sole remedy will be re-performance.
- c. Replication. You acknowledge and agree that we are not required to try to remedy any Product error that cannot be replicated on the latest version of the Product.
- d. Limited Warranty. The warranty (if any) applicable to a particular Offering is specified in the relevant Addendum.
- e. Disclaimer. **THE WARRANTIES EXPRESSLY SET FORTH IN THESE GENERAL TERMS OR IN ANY APPLICABLE ADDENDUM ARE THE ONLY WARRANTIES WE MAKE. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. WE SPECIFICALLY DISCLAIM ANY OTHER STATEMENT, WARRANTY, CONDITION, TERM, UNDERTAKING OR OBLIGATION IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ANY WARRANTY THAT ANY OFFERING WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, FAIL-SAFE, FAULT TOLERANT, UNINTERRUPTED, ERROR-FREE, FREE OF HARMFUL COMPONENTS, OR ANY WARRANTY THAT CONTENT, INCLUDING CUSTOMER DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. WE MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY COMPONENT. NONE OF OUR RESELLERS, DISTRIBUTORS, AGENTS OR EMPLOYEES IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS LIMITED WARRANTY.**

5. Customer Responsibilities

- a. Compliance with Laws. You shall access, use and/or receive the Offering(s) only in accordance with law (including export control laws and regulations), and not for any illegal purpose.
- b. Customer Data. “**Customer Data**” is the data you provide to us to enable our provision of an Offering to you, including data processed using the Offering by virtue of the processes that you automate, as well as any data generated by you or an Authorized User through use of the Offering.
- c. Necessary licenses. You represent and-warrant that: (i) you own or have all licenses and/or rights necessary or required to enable us to use any materials and/or information, including Customer Data, provided by you under or in connection with the Agreement; (ii) you own or have all licenses necessary to enable the Offering to access your applications and any third party applications in accordance with your use of the Offering; (iii) you shall not undertake any action, directly or indirectly, in your use of the Offering that places either you, us or any third party in actual or potential breach of any applicable laws.
- d. Matters Outside of Our Control. You are solely responsible for any consequences of the following things outside our control: (i) your breach (or your Authorized Users’ breach) of the Acceptable Use Policy (where applicable), (ii) the operation and your combination or use of an Offering in conjunction with any Customer Data and/or in conjunction with any software, applications, materials and/or services which you use in connection with the Offering; (iii) an adjustment or configuration of the Offering made by you or a third party other than as specifically permitted in the Documentation, the Statement of Work, or with our prior written consent; or (iv) use of an Offering by Authorized Users.
- e. Copyright. You shall not modify, remove, or obfuscate any copyright or other notice placed on or embedded in any Offering(s).
- f. Open Source. You shall not use any Offering in a way that subjects any part of it to an open-source license.
- g. Breach. You agree to defend Blue Prism, our affiliates, and our affiliates’ respective employees, officers and agents (together, “**SS&C Associates**”) against any and all claims and/or proceedings brought or threatened by any person, and to indemnify Blue Prism and SS&C Associates against any loss, damage, or expense we or they suffer or incur, as a result of your breach (or your Authorized Users’ breach) of this Section 5.

6. Intellectual Property

- a. Automations. You retain all right and title to the processes and procedures which you automate using the Offering(s).

- b. **Intellectual Property.** All Intellectual Property Rights and title to the Offerings(s), to any derivative works, and to anything we create belongs to Blue Prism or to our licensors. “**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, design rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in computer software, database rights, confidential information (including know-how and trade secrets) 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.
- c. **Reservation of Rights.** Except for the Usage Rights expressly granted under an Addendum, all our rights are reserved and no other license or usage right is granted.
- d. **Rights Granted to Blue Prism.** You grant Blue Prism a non-exclusive, royalty-free license to use, during the term of the Agreement, and for any reasonably necessary period of time thereafter, all materials you provide to Blue Prism in connection with the Agreement for purposes of performing our obligations and exercising our rights under the Agreement. You agree that we are free to use all general knowledge, skills, techniques, and ideas that we acquire or develop in performing the Agreement, subject to any obligation of confidentiality under Section 10 of these General Terms.
- e. **Feedback.** By providing feedback to Blue Prism, you agree that we may use it to improve our Offering(s) or otherwise.

7. Infringement Indemnity

- a. **Defend and Indemnify.** Provided you comply with the conditions specified below, we shall:
 - i. defend you against any legal proceedings brought against you by a third party alleging that your use of a Product in accordance with the Agreement infringes the Intellectual Property Rights of that third party (an “**IPR Claim**”); and
 - ii. indemnify you for any amount we agree in settlement of the IPR Claim, or which is finally awarded by a court of competent jurisdiction against you (with no further right of appeal) as a result of the IPR Claim.
- b. **Exclusions.** This indemnity will not apply to the extent the underlying allegation arises from:
 - i. your breach of the Agreement or your negligence, or your use of the Product outside the scope of your Agreement;
 - ii. modification of the Product (other than modifications Blue Prism makes);
 - iii. your use of a noncurrent version of the Product where you have already been advised by Blue Prism to upgrade;
 - iv. combination of the Product with third party materials; or
 - v. use of the Product after you become aware of the IPR Claim (unless we agree you can continue to use it).
- c. **Conditions.** To benefit from this indemnity you must:
 - i. notify Blue Prism promptly upon becoming aware of the IPR Claim, and in any event within ten (10) days of becoming aware of such IPR Claim;
 - ii. procure that we have sole conduct of the investigation, defense, and settlement of the IPR Claim;
 - iii. provide such assistance as we reasonably request in relation to defense of an IPR Claim (at our cost);
 - iv. not take any step involving any payment or admission of liability in relation to an IPR Claim without our prior written consent; and
 - v. immediately cease using the Product subject to the IPR Claim (unless we agree otherwise).
- d. **Remedies.** If an IPR Claim is made (or we think one is likely to be made) we may, in our discretion:
 - i. procure the right for you to continue using the Product;
 - ii. replace or modify the Product to avoid the potential infringement; or
 - iii. terminate your Agreement immediately upon written notice to you and provide a pro-rata refund of any fees which have been paid to Blue Prism in respect of the relevant Product for the period following termination in lieu of damages and without admission of fault.
- e. **Entire Obligation.** This Section sets out Blue Prism’s entire obligation and liability in connection with any allegation that we have infringed any third party’s Intellectual Property Rights.

8. Limitation of Liability

- a. **Exclusions of Liability.** SUBJECT TO SECTION 8(C) BELOW, NEITHER PARTY SHALL BE LIABLE FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF REVENUE OR BUSINESS OPPORTUNITY, DIMINUTION OF VALUE, LOSS OF OR DAMAGE TO DATA, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER, INJURY TO REPUTATION, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS, PUNITIVE, EXEMPLARY OR ENHANCED OR SIMILAR DAMAGES OF ANY KIND, WHETHER OR NOT THE PARTIES WERE AWARE OF THE POSSIBILITY OF SUCH LOSS, AND IN EACH CASE WHETHER THE LOSS ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY DUTY, OR OTHERWISE.
- b. **Cap on Liability.** SUBJECT TO SECTION 8(C) BELOW, EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING IN CONNECTION WITH THE AGREEMENT, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES WE HAVE RECEIVED UNDER THE RELEVANT ORDER FOR THE OFFERING GIVING RISE TO THE CLAIM FOR DAMAGES (LESS ANY REFUNDS OR CREDITS) IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
- c. **Non-Excluded Liability.** Nothing in this Section limits or excludes (i) our liability under the indemnity in Section 7, (ii) your liability under the indemnity in Section 5, (iii) your liability for payment of fees in respect of an Offering or for infringement of our Intellectual Property, or (iv) any liability which cannot lawfully be so excluded or limited.
- d. **No Liability to Third Parties.** BLUE PRISM WILL BE LIABLE ONLY TO YOU IN CONNECTION WITH THE AGREEMENT, NOT TO ANY THIRD PARTY (INCLUDING ANY OF YOUR AFFILIATES AND AUTHORIZED USERS).

9. Audit

We may inspect and take copies of your records (either ourselves or using a third-party auditor) to verify your compliance with the Agreement, on reasonable notice. You agree to allow access to all relevant records and personnel, and to provide all reasonable assistance for the completion of the audit, and we will, when conducting such audit, comply with your standard health and safety policies provided to Blue Prism a reasonable time

in advance. We will bear our own costs, except if an audit shows overuse of Product(s) or use outside the scope of the Usage Rights granted to you, in which case you will pay our reasonable demonstrable costs of the audit.

10. Confidentiality

- a. Definition. If information is marked as confidential or is by its nature confidential, it shall be “**Confidential Information**”. Credentials are our Confidential Information. Confidential Information shall not include information that: (i) was in the public domain other than due to a breach of the Agreement or other obligation of confidentiality; (ii) was lawfully received from a third party without obligation of confidentiality; or (iii) was developed independently without use of or reference to Confidential Information.
- b. Restrictions on Disclosure. Each party shall keep the other’s Confidential Information confidential, and not use it except for the purposes of the Agreement without consent. Confidential Information shall not be disclosed to any third party except for the purposes of the Agreement, in which case the disclosing party shall ensure the third party complies with these obligations of confidentiality. This shall not prevent a disclosure required by law, court order, or by any regulatory body in a competent jurisdiction (but then only to the extent and for the purpose required).
- c. Confidentiality Term. This Section 10 shall survive expiry or earlier termination of the Agreement without limitation in time. If that is not permitted by applicable law, then this Section 10 will apply for five (5) years following expiry or earlier termination of the Agreement. The parties further agree that other information disclosed by a party in connection with the Agreement, the Offering(s), development roadmap or the relationship of the parties in general is Confidential Information of the disclosing party.
- d. Publicity. The parties may publicize their relationship throughout the term of the Agreement in accordance with this Section 10(d). Neither party may issue a press release or other public announcement or marketing materials (“**Publicity**”) without the prior written approval of the other party (which will not be unreasonably withheld or delayed). We may use your name and logo in our public customer lists (among and with no greater prominence than other named customers). Any use by either party of any stylized logos of the other party for Publicity shall be in accordance with that other party’s notified trademark and logo usage guidelines.

11. Term and Termination

- a. General Terms Effectiveness. The Agreement will remain in force throughout the Term of the relevant Offering for so long as any Order is in force or until terminated as set forth herein. An Order may be terminated in accordance with its terms without terminating the Agreement.
- b. Termination for Material Breach. Either party may terminate the Agreement upon written notice if the other commits a material breach which is not remedied (if capable of remedy) within thirty (30) days after notice to remedy such breach.
- c. Other Termination and Suspension Events. Without limiting Section 11(b) above, we may suspend, limit or terminate your Agreement and your right to access and use an Offering immediately if you breach your Usage Rights, your responsibilities under Section 5, or the Acceptable Use Policy (where applicable), or if you fail to pay when due the fees for the Offering. No refunds are due to you if we suspend, limit or terminate your right to access and use the Product(s) for any of the foregoing reasons. In addition, we may terminate your right to access and use a Product, or any part of a Product in the event we are no longer able to offer such Product. If we do so, we will use commercially reasonable efforts to give you notice prior to terminating your right to access and use the Product and will provide a pro-rata refund of any pre-paid fees received by us in respect of such Product for the period following termination until the end of the then-current Term.
- d. Effect of Termination. Upon termination or expiry of the Agreement, you will irretrievably delete all copies of the Product(s) from your systems, and confirm in writing that you have done so, and immediately pay any amounts you owe Blue Prism. Termination or expiry shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry.
- e. Survival. The following shall survive any termination of the Agreement for an Offering: Sections 1(c), 1(f), 5(g), 6, 7, 8, 9, 10, 11(d), 12 and 13.

12. Governing Law and Jurisdiction

- a. UNCCISG. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- b. Outside the Americas. If you are situated outside the Americas, the Agreement (including non-contractual disputes or claims) shall be construed and interpreted in accordance with English law and the parties hereby accept the exclusive jurisdiction of the English courts.
- c. In the Americas. If you are situated in the Americas: (i) the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without giving effect to principles of conflict or choice of law thereof and the parties hereby accept the exclusive jurisdiction of the courts located in New York, New York. To the maximum extent permitted by governing law, no transactions called for herein shall be governed or affected by any version of the Uniform Computer Information Transactions Act enacted in any jurisdiction, (ii) **IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW**, (iii) no action under this Agreement, whether in contract or in tort, may be commenced more than two (2) years after the date on which such action accrued, and (iv) if this Agreement is entered into in the Province of Quebec, the parties hereto acknowledge that they have requested this Agreement and all related documents to be drawn up in the English language. *Les parties aux presents reconnaissent qu'elles ont exigé que la présente convention et tout document s’y rattachant soient rédigés en anglaise.*

13. Miscellaneous

- a. Force Majeure. Neither party will be liable to the other for loss or damage resulting from failure or delay in performing its obligations under this Agreement if such failure or delay is caused, in whole or in part, by matters outside its reasonable control including, without limitation, blackouts, acts of God, strikes, lockouts, riots, acts of war, terrorism, cyber-terrorism, earthquake, fire and explosions. The inability to meet financial obligations is not a force majeure event.
- b. Third Parties. Except as otherwise expressly stated in the Agreement, nothing in the Agreement shall confer any right or benefit upon any person who is not a party to it. The rights of the parties to vary the Agreement are not subject to the consent of any other person.

- c. Resources. To provide the Offering(s), we may use personnel and resources in various countries, including subcontractors.
- d. Non-solicitation. During the term of the Agreement and for six (6) months afterwards, neither party may solicit any employee of the other who is or has been engaged in provision or receipt of the Offering(s), provided that this shall not prevent a party from offering employment to an individual who responds to a general public advertisement for employment which is not specifically directed at employees of the other party.
- e. No assignment. You may not assign, dispose of, encumber or otherwise transfer the Agreement nor any rights under it, in whole or in part, whether directly or by operation of law, without our prior written consent. Any such consent may be conditioned upon the payment of additional fees in such amounts as we may determine.
- f. Independence. Nothing in the Agreement creates a relationship of employer and employee, principal and agent or partnership between you and us. Neither you nor we are entitled to bind the other or enter into any agreement or make any promise on behalf of the other or in any way indicate that it is entitled to do so.
- g. Variations in Writing. Variations to the Agreement, and any waivers, must be in writing (which, for these purposes, does not include email). Waiver on one occasion does not waive a right for future occasions. Rights and remedies under the Agreement are without prejudice to other rights. If a provision (or part of one) is invalid or unenforceable, the rest shall remain in full force.
- h. Entire Agreement. The Agreement is the entire agreement and understanding between the parties and supersedes any other agreement relating to the same subject matter.