

Consultancy Services Agreement for MidVision Cloud

MIDVISION LIMITED

TERMS OF USE (the “TOU”)

NOTICE TO USER (“CLIENT”): THIS AGREEMENT GOVERNS USE BY CLIENT OF THE MIDVISION CONSULTANCY SERVICES (the “SERVICES”) DESCRIBED HEREIN. CLIENT AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY CLIENT. BY CLICKING TO ACKNOWLEDGE TO BE BOUND TO THIS AGREEMENT, OR ACCESSING THE SERVICES, CLIENT ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT USES THE SERVICES AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT USES THE SERVICES ON ANOTHER PERSON’S OR ENTITY’S BEHALF.

THIS agreement SHALL APPLY ONLY TO THE SERVICES to which Client has requested REGARDLESS OF WHETHER OTHER SERVICES ARE REFERRED TO OR DESCRIBED HEREIN.

YOU MAY HAVE ANOTHER WRITTEN AGREEMENT WITH MIDVISION THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. General Terms

1.1 Definitions

“**Confidential Information**” means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever stored or located) relating to the business, customers, products, staff and finances of a Party for the time being confidential to that Party including, without limitation, technical data and knowhow or other information relating to the business of the Party or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that **MidVision** or the **Consultancy Staff** creates, develops, receives or obtains in connection with the provision of **Services**, whether or not such information (if in anything other than oral form) is marked confidential;

“**Statement Of Work**” or “**SOW**” means one or more sequentially numbered documents signed by the parties in accordance with Clause 1.3 (and a sample of which is attached to this **Agreement** as **Schedule 1**) describing, among other things, the work to be undertaken by **MidVision** for the **Client** and the consideration to be paid to **MidVision** for such work;

“**Agreement**” or “**Contract**” means these terms and conditions together with one or more numbered **SOWs** (example attached), as varied from time to time;

“**Consultancy Staff**” means the individual, worker(s), representative(s), contractors or employees of **MidVision** (if any) used to provide the **Services**, as specified in the **SOW**;

“**Deliverables**” means the deliverables to be produced and delivered by **MidVision** as identified in the **SOW**;

“**Intellectual Property Rights**” means any current and/or future intellectual property rights (whether registered or not) including any copyrights, trademarks, trade names, domain names, rights in logos and get-up, inventions (including without limitation any improvement or addition to any invention), trade secrets and know-how, registered and unregistered design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data and rights in databases and all applications for registration, renewals and/or extensions in relation to any of the above and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in any part of the world;

“**Services**” means the services to be provided by **MidVision** as identified in the **SOW** including, if applicable, production of the **Deliverables**.

“**Assignment**” means any work or project specified by the **Client**, which **MidVision** undertakes in performance of the **Services** and set out in the **SOW**;

“**Assignment Completion Date**” means the date set out in the **SOW**;

“**Assignment Start Date**” means the date upon which any Assignment commences, as set out in the **SOW**;

“**Business Day**” means any day other than a Saturday, Sunday or a day which is a statutory bank holiday in England and Wales;

“**Client**” means the Client of **MidVision**;

“**Core Hours**” means the period identified in the **SOW**.

Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa and words importing the singular shall be treated as importing the plural and vice versa. References to “company” shall include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal entity.”

1.2 Duties of MidVision

1.2.1 The parties agree that the **Client** has entered into this **Contract** on the understanding that **MidVision** will provide the **Services** (through the **Consultancy Staff**) at the **Place of Performance** as described in the **SOW**.

1.2.2 In the event that any of the **Consultancy Staff** are not available to provide the **Services** or such part of the **Services**, then the **Client** may require **MidVision** to supply an alternative person of equivalent or better experience and qualifications.

1.2.3 **MidVision** shall provide the **Client**, at the **Client's** request, with a written report on the progress of the **Services** and the **Deliverables** which shall include the following details:

1. activity undertaken;
2. deliverables produced;
3. summary of charges accrued and expenses incurred;
4. summary of time spent per activity;
5. planned activity; and
6. performance of activities against any key dates.

1.2.4 **MidVision** shall procure that the **Consultancy Staff** shall comply with the **Client's** policies (if any), copies of which shall be provided to **MidVision** from time to time.

1.2.5 **MidVision** shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010. Any breach of this obligation by **MidVision** or the **Consultancy Staff** shall be deemed a material breach of this **Contract**.

1.2.6 The **Client** acknowledges that **MidVision** shall determine the number of hours required and the times worked to complete the **Services**, subject to **MidVision** complying with any reasonable operational requirements of the **Client**.

1.2.7 The **Client** is under no obligation to offer further contracts or engagements to **MidVision** nor is **MidVision** under obligation to accept such contracts or engagements if offered. **MidVision** is not obliged to make its services available except for the performance of its obligations under this **Contract**. Both parties also agree and intend that there is no mutuality of obligations either during or following the **Term** of this **Contract**.

1.3 The Services

1.3.1 While this **Agreement** sets out the general terms upon which **MidVision** shall supply the **Services** to the **Client** and the **Client** shall pay for such **Services**, more specific and/or additional details and information regarding such **Services** may be set forth in the applicable **SOW**. Each **SOW** shall reference this **Agreement**, shall incorporate the terms of this **Agreement**, and shall come into full force and effect on the **Assignment Start Date**. In the event of any inconsistency between the terms of this **Agreement** and the terms set out in any **SOW**, the terms of this **Agreement** shall prevail to the extent of such inconsistency.

1.3.2 Each **SOW** shall:

1. describe the **Services** to be provided by **MidVision** to the **Client**;
2. set out the estimated time frame agreed between the parties for the provision of the **Services**, including all applicable milestones;
3. set out the basis for the provision of the **Services**, either fixed price or time and materials;
4. include the cost of the **Services** and the applicable payment schedule; and

5. set out any other provisions as needed.

1.3.3 **MidVision** shall perform the **Services** (including the supply of one or more **Consultancy Staff**) for the **Client**.

1.3.4 **MidVision** shall ensure that the **Consultancy Staff** are available to provide the **Services** during the **Core Hours** and that any requirements for the **Consultancy Staff** to work outside of the **Core Hours** or on a day that is not a **Business Day** which will result in additional **Fees** payable by the **Client** is specified in the **SOW**.

1.3.5 If **MidVision** or the **Consultancy Staff** is unable to provide the **Services** for any reason (including as a result of illness or injury) **MidVision** shall advise the **Client** of that fact as soon as reasonably practicable. For the avoidance of doubt no fee shall be payable in respect of any period during which the **Services** are not provided.

1.3.6 **MidVision** shall ensure that any **Consultancy Staff** specifically named in the **SOW** are available and shall be used by the **MidVision** in performing the **Services**. **MidVision** may substitute the **Consultancy Staff** with a replacement provided that:

1. the terms of the substitution reflect the terms of this **Agreement**;
2. the **Services** remain as detailed in this **Agreement**;
3. **MidVision** and the **Client** are satisfied the replacement **Consultancy Staff** possesses the necessary skill, expertise and resources to fulfill the necessary **Services**; and
4. **MidVision** and the **Client** are satisfied the replacement **Consultancy Staff** will comply with all obligations, rules and regulations as specified in this **Agreement**.

1.3.7 **MidVision** shall make and retain proper records of the **Services** provided, including the time spent and tasks carried out by the **Consultancy Staff**, and shall make such records available to the **Client** as soon as reasonably practicable upon request by the **Client**.

1.3.8 Unless **MidVision** (or the **Consultancy Staff**) has been specifically authorized to do so by the **Client** in writing:

1. neither **MidVision** nor the **Consultancy Staff** shall have any authority to incur any expenditure in the name of or for the account of the **Client**; and
2. **MidVision** shall not, and shall procure that the **Consultancy Staff** shall not, hold itself out as having authority to bind the **Client**.

1.4 Status

1.4.1 The relationship of **MidVision** and the **Consultancy Staff** to the **Client** will be that of independent contractors and nothing in this **Contract** shall render **MidVision** or the **Consultancy Staff** as an employee, worker, agent or partner of the **Client** and **MidVision** shall not hold itself out as such and shall procure that the **Consultancy Staff** shall not hold themselves out as such.

1.4.2 This **Contract** constitutes an agreement for the provision of services and not a contract of employment and accordingly **MidVision** shall be fully responsible for and shall indemnify the **Client** for and in respect of any income tax, National Insurance and social security contributions arising from or made in connection with the performance of the **Services**.

1.5 Warranties

1.5.1 Each party agrees that it has power to enter into this **Contract** and confirms that it has obtained all necessary approvals to do so.

1.5.2 **MidVision** warrants, represents and undertakes that:

1. it shall procure that the **Consultancy Staff** will carry out the **Services** with the highest level of professional skill, care and diligence and at all times in accordance with best industry practice and with this **Contract** and in particular in accordance with any agreed delivery dates as set out in the **SOW** or as agreed by the parties from time to time;
2. the **Deliverables** will comply with any agreed specifications and in all respects with any applicable laws, regulations and codes of practice;
3. the **Deliverables** will be original works and will not knowingly infringe any third party **Intellectual Property Rights**;
4. it has all necessary consents, permits, licenses and authorizations to enable it to perform its obligations under this **Contract**;
5. it shall work and co-operate in good faith with the **Client's** personnel and with any other entities and personnel notified to it by the **Client**; and
6. it shall, and shall procure that **Consultancy Staff** visiting the **Place of Performance** shall, comply with all applicable health and safety regulations, policies, instructions and security arrangements and that it, and the **Consultancy Staff**, shall take all reasonable care for their own health and safety.

1.6 Other Services

Nothing in this **Contract** shall prevent **MidVision** from seeking, applying for and accepting other contracts to supply services to other parties during the **Term** of this **Contract**, provided that such activity does not materially reduce the performance of the **Services** under this **Contract**.

1.7 Invoices and Expenses

1.7.1 Except where otherwise specified in the **SOW**:

1. the **Services** shall be performed and **Deliverables** provided on a time and materials basis at the **Fees** specified in the **SOW**;
2. **MidVision** or its agent shall submit invoices on or around the last working day of each month or on the completion of the relevant **SOW**; and
3. the **Client** shall pay each invoice within 30 calendar days of receipt of the invoice.

1.7.2 The **Fees** are exclusive of any Value Added Tax (“**VAT**”), Sales, State or similar taxes.

1.7.3 All **Fees** and **expenses** payable pursuant to this **Agreement** must be paid together with **VAT**, Sales or similar tax (if any) properly chargeable thereon in any jurisdiction. Any **VAT** chargeable in respect of any **Services** supplied by **MidVision** under

this **Agreement** shall, on delivery of the **VAT** invoice, be paid in addition to any sum agreed to be paid hereunder.

1.7.4 All invoices, where applicable, shall show **MidVision's VAT**, Sales or similar tax registration number.

1.7.5 The **Client** shall pay the **Consultancy Staff's** expenses, properly agreed in advance and in writing, incurred in the course of provision of the **Services**.

1.7.6 **MidVision** agrees not to retain any external services at additional cost to the **Client** unless this is expressly agreed with the **Client** in writing.

1.7.7 If the **Client** fails to make any payment due to **MidVision** under this **Contract** by the due date for payment then, without limiting any other remedies available to **MidVision** under this **Contract**, the **Client** shall pay interest on the overdue amount at the rate of 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 (including interest).

1.7.8 In addition to any other rights and remedies available to **MidVision**, if the **Client** fails to make any payment due to **MidVision** within 30 calendar days after the due date then **MidVision** may suspend provision of the **Services**, without liability to **MidVision**, until actual payment of the overdue amount (including interest).

1.8 Data Protection

1.8.1 In this Section 1.8 the terms data processor, data subject, personal data and process shall have the meanings given to them in the Data Protection Act 2018 (the UK implementation of GDPR).

1.8.2 Each party shall comply with the provisions of the Data Protection Act 2018 (and any other applicable statute, rule or regulation in force from time to time that amends, appeals or replaces such act) in relation to its use of any personal data concerning the other party.

1.8.3 Where **MidVision** is processing personal data of the **Client** as a data processor:

1. **MidVision** shall only act on instructions regarding the processing of personal data under this **Contract**;
2. **MidVision** shall ensure that appropriate technical and organisational measures shall be taken against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, having regard to the state of technological development and the cost of implementing the measures, so as to ensure a level of security appropriate to (i) the harm that may result from breach of such measures and (ii) the nature of personal data to be protected; and
3. **MidVision** shall comply with any reasonable request made from time to time by the **Client** to ensure compliance with the measures mentioned in this Section.

1.8.4 The **Client** hereby instructs **MidVision** to carry out any processing of personal data reasonably necessary for the performance of this **Contract**.

1.8.5 Each party shall provide to the other party full co-operation and assistance in allowing data subjects to access their rights under the Data Protection Act 2018 at no charge to the other party.

1.9 Intellectual Property rights

1.9.1 Unless otherwise agreed in the **Contract**, title to, and all **Intellectual Property Rights** in, any and all **Deliverables** are to be the exclusive property of the **Client**. **MidVision** agrees to do everything necessary and execute all such documents as may from time to time be necessary to vest all **Intellectual Property Rights** in the **Deliverables** in the **Client**. **MidVision** hereby assigns (by way of present assignment of future rights) with full title guarantee all copyright that exist or may arise in the **Deliverables**.

1.9.2 Each party shall retain all right, title and interest in and to all **Intellectual Property Rights** owned by or licensed to that party in existence prior to the **Assignment Start Date**.

1.9.3 **MidVision** shall indemnify, and keep indemnified, the **Client** against any and all liability, loss, damage, costs and expenses which the **Client** may suffer as a result of or in connection with a successful claim that any **Intellectual Property Rights** in any **Services** or **Deliverables** produced or supplied by **MidVision** under this **Contract** infringes the intellectual property rights of a third party, providing that the **Client**:

1. as soon as is reasonably practicable gives written notice of the claim to **MidVision** specifying in reasonable detail the nature of the relevant matter and shall use its reasonable endeavours to avoid and mitigate the losses it incurs;
2. shall not make any admission of liability, or enter into any agreement or compromise in relation to the matter in respect of which it seeks to be indemnified without the prior written consent of the indemnifying Party (such consent not to be unreasonably withheld or delayed); and
3. provides **MidVision** with conduct of the proceedings relating to the claim (and cooperates with **MidVision** in relation to all such proceedings, at **MidVision's** cost), and **MidVision** shall at its sole discretion decide what action (if any) to take in respect of the claim and shall not be obliged to bring or defend any such proceedings if it decides in its sole discretion not to do so.

1.10 Acceptance

1.10.1 Where any **Deliverables** are supplied to the **Client**, **MidVision** shall deliver the **Deliverables** for the **Client's** inspection and approval in accordance with and by any milestones and milestone dates specified in the **SOW**.

1.10.2 Where a **Deliverable** is software (the “**Developed Software**”), if an acceptance test procedure is not specified in this **Contract** the parties shall use their reasonable endeavors to agree acceptance tests, which show that the **Developed Software** complies with the functional specification.

1.10.3 On request and at the **Client's** cost, **MidVision** shall deposit into escrow the source code for any **Developed Software** in accordance with the NCC's standard single license agreement or such other agreement as the parties may agree in writing.

1.11 Viruses

1.11.1 **MidVision** warrants and undertakes that no viruses, Trojan horses, worms software bombs or similar items will be introduced by **MidVision** or its **Consultancy Staff** into the **Client's** systems.

1.12 Liability

1.12.1 Nothing in this **Contract** shall be interpreted or construed as excluding or limiting liability for **MidVision's** breach of Section 1.2(5) (anti-bribery), Section 1.8 (Data Protection) and Section 1.14 (Confidentiality), or for either party's liability for:

- a) death or personal injury resulting from negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other matter which cannot be excluded or restricted by law.

1.12.2 Subject to Section 1.12(1):

- a) neither party shall be liable to the other party for any loss of goodwill, reputation or opportunity, loss of profit, loss of revenue, loss or corruption of data, or any account of profits, arising out of or in connection with this **Agreement** or any breach or nonperformance of it no matter how fundamental (including by reason of that party's negligence), in each case whether direct or indirect;
- b) neither party shall be liable to the other party for any indirect or consequential loss arising out of or in connection with this **Agreement** or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence).

1.12.3 Subject to Sections 1.12(1) and 1.12(2), the total aggregate liability of either party to the other under or in connection with this **Contract** for any loss or damage of whatsoever nature and howsoever caused shall be limited total **Fees** paid or payable under this **Contract**.

1.13 Insurance

MidVision agrees that it shall obtain and maintain the insurances required, as specified in the **SOW**, with reputable UK insurers in respect of its obligations under this **Contract** during the **Term** and for one year afterwards with a limit of indemnity in respect of any one occurrence or series of occurrences of not less than £1 million per year or more where required by law. **MidVision** shall on **Client's** request, provide **Client** proof of such insurance policies and evidence of payment of last premium for such insurance policies maintained by **MidVision**.

1.14 Confidentiality

1.14.1 Each Party shall (and shall procure that its employees, contractors and consultants shall) at all times keep confidential and shall not disclose to any person any **Confidential Information** and will not use or disclose such **Confidential Information** without prior written consent of the disclosing Party, except where **the Confidential Information**:

- a) is required by a person employed or engaged by the receiving Party in connection with the proper performance of this **Contract**; or
- b) is required to be disclosed by law or by regulation, provided that the receiving Party shall notify the disclosing Party of the information to be disclosed and of the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.

1.14.2 Any disclosure of **Confidential Information** permitted under Section 1.14.1 shall be in confidence, shall only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

1.14.3 The obligations contained in this Section 1.14 will not extend to **Confidential Information**:

- a) which is or becomes public knowledge other than through any act or omission constituting a breach of the receiving Party's obligations under this **Contract**;
- b) which the receiving Party can prove by documentary evidence was already in its possession and at its free disposal before the disclosure hereunder;
- c) received in good faith from a third party having no obligation of confidentiality and which is free to disclose such **Confidential Information**; or
- d) which the receiving Party is required to disclose by order of a court of competent jurisdiction.

1.14.4 The provisions of this Section 1.14 shall remain in full force and effect notwithstanding termination of this **Contract**

1.15 Force Majeure

Neither party will have any liability under or be deemed to be in breach of this for any delays or failures in performance of this **Contract** which result from circumstances beyond the reasonable control of the party affected. Each party will promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than one month, either Party may terminate this **Contract** by written notice to the other Party.

1.16 Term and Termination

1.16.1 This **Contract** shall commence on the **Assignment Start Date** and shall continue in full force and effect until completion of all pending **SOW's** (on the last **Assignment Completion Date**) unless terminated earlier in accordance with this **Contract**.

1.16.2 This Agreement may be terminated by either party:

1. With immediate effect, by notice given in writing by means of communication ensuring evidence of date of receipt (e.g. registered mail with return receipt, special courier), in case of substantial breach by the other party of the obligations arising from the **Contract**, or in case of exceptional circumstances justifying the earlier termination; or
2. As a result of any failure by a party to carry out all or part of his obligations under the **Agreement** resulting in such detriment to the other party as to substantially deprive him of what he is entitled to expect under the **Contract**, shall be considered as a substantial breach for the purpose of section 1.16.2.1, above. Circumstances in which it would be unreasonable to require the terminating party to continue to be bound by this **Contract** shall be considered as exceptional circumstances for the purpose of article 1.16.2.1, above; or
3. Immediately for cause, if the other party becomes insolvent, institutes a composition with its creditors, suffers or permits the appointment of a receiver for its business or assets, or filed or is forced into bankruptcy or dissolution.

1.16.3 At the end of this **Contract** (whether by termination or expiry) **MidVision** shall immediately return to the **Client** all documents, software, photographs, or other material belonging to the **Client**, including any **Confidential Information** provided in accordance with Section 1.14.

1.16.4 Any provision of this **Contract** that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this **Contract** shall remain in full force and effect.

1.16.5 Either party may terminate this **Contract** for convenience by giving the other party written notice of a period equal to the **Notice Period** set out in the **SOW**.

1.17 Amendment to this contract

MidVision may, from time to time amend this **Contract**. **MidVision** will notify the **Client** before such amendments apply to them, such as before the commencement of a new **SOW**.

1.18 Waiver

Any waiver or relaxation either partly, or wholly of any of the terms and conditions of this **Contract** will be valid only if it is communicated to the other party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract will not constitute a waiver of any right or remedy arising from any other breach of this **Contract**.

1.19 Entire Agreement

1.19.1 This **Contract** (and any associated SOW's) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

1.19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this **Contract**. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this **Agreement**.

1.20 Notices

Any notice given under this **Contract** shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for

the time being or by sending it by fax to the fax number notified by the relevant party to the other party or by sending it by email. Any such notice shall be deemed to have been received if delivered personally, at the time of delivery or in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting or in the case of fax, at the time of transmission or in the case of email, when sent unless an error message is received.

1.21 Severance

If any provision of this **Contract** is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this **Contract** and rendered ineffective as far as possible without modifying the remaining provisions of this **Contract**, and will not in any way affect any other circumstances of or the validity or enforcement of this **Contract**.

1.22 Third Party Rights

No one other than a party to this **Agreement** shall have any right to enforce its terms.

1.23 Non-solicitation

The **Client** warrants that it shall not, during the **Term** of this **Agreement** and for a period of 6 months immediately following the **Assignment Completion Date**, whether on its own behalf or in conjunction with or on behalf of any other person, company, business entity, or other organization whatsoever, directly or indirectly induce, solicit, or entice, or procure, any person who is a consultant, employee or director with whom the **Client** had material dealings while providing **Services**, to leave **MidVision's** employment.

1.24 Counterparts

This **Contract** may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same contract.

1.25 Cumulative Rights

The rights, powers, privileges and remedies provided in this **Contract** are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.

1.26 Governing Law and Jurisdiction

The parties agree to the application of the laws of England and Wales to govern, interpret, and enforce all of the parties respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this contract, without regard to conflict of any specific country law principles in which the party operates. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The English version of this Agreement shall be the version used when interpreting or construing this Agreement.