

Purchase Order

STATE BOARD OF ADMINISTRATION

1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Supplier: 0000708222
LIGHTNING TOOLS LLC
3505 LAKE LYNDIA DRIVE
SUITE 200
ORLANDO FL 32817

Dispatch via Print

Purchase Order	Date	Revision	Page
FSBA1-0000006421	10/13/2021		1
Payment Terms	Freight Terms	Ship Via	
NET20	Free On Board Destination	Common	
Buyer	Phone	Currency	
Shameka Smith		USD	

Ship To: HERMITAGE
1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Bill To: 1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Tax Exempt? Y **Tax Exempt ID:** 596001872

Replenishment Option: Standard

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1	1 DeliverPoint for SharePointOnline	1.00	EA	3,188.00	3,188.00	10/15/2021
	Attn: Marissa Yeatman					

Schedule Total 3,188.00

Contract ID: 21-0099 Version 1 Contract Line: 0 Category Line: 0 Release: 1

FSBA1 -01001 -77208 -102

Item Total 3,188.00

Reference: 20210924-145149552

Public Records. The Contractor acknowledges that SBA Data will constitute "public records" which will be subject to public access and disclosure under Chapter 119, Florida Statutes, as amended from time to time ("Chapter 119, Florida Statutes") unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, the Contractor shall comply with Chapter 119, Florida Statutes. In particular, the Contractor shall:

(a) Keep and maintain public records required by the SBA in order to perform the services under the Contract;

(b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the SBA; and

(d) Upon completion of the Contract, transfer, at no cost, to the SBA all public records in the Contractor's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If the Contractor transfers all public records to the SBA upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. The Contractor shall provide all records that are stored electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com

Total PO Amount

3,188.00



Purchase Order

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NET20	Free On Board Destination	Common	
Buyer	Phone	Currency	
Shameka Smith		USD	

1. ACCEPTANCE; PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT.

This Purchase Order ("Order") constitutes the offer of the State Board of Administration of Florida ("SBA") and such offer may be accepted by the vendor identified on the Purchase Order ("Supplier") only in accordance with the terms hereof. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced herein (the "Contract Terms"). SBA objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of SBA's offer ("Supplier's Proposed Terms") which add to, vary from, or conflict with the Contract Terms. Any such Supplier's Proposed Terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Supplier and SBA. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and SBA. If an Order has been issued by SBA in response to Supplier's offer and if any of the Contract Terms add to, vary from or conflict with any terms of Supplier's offer (e.g., Supplier's standard terms and conditions of sale), then the issuance of the Order by SBA shall constitute an acceptance of Supplier's offer subject to the express conditions that Supplier assents to the additional, different and conflicting Contract Terms and acknowledges that the Order and these Contract Terms constitutes the entire agreement between Supplier and SBA with respect to the subject matter hereof and the subject matter of Supplier's offer. Supplier shall be deemed to have so assented and acknowledged unless Supplier notifies SBA to the contrary in a writing signed by Supplier's authorized representative within ten (10) working days of receipt of the Order, and only so long as the Supplier has not fulfilled all or any part of the Order.

2. DELIVERY/TITLE. Delivery shall be f.o.b. point of destination and title shall pass to SBA upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by SBA shall be the responsibility of Supplier.

3. RIGHT OF INSPECTION AND REJECTION. Material and equipment supplied by Supplier shall be received subject to SBA's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Supplier's expense. No material or equipment returned to Supplier as defective shall be replaced except upon SBA's formal authorization, and the price of such returned material shall be deducted from the price hereunder.

4. DISCLOSURE OF PUBLIC RECORDS. Supplier recognizes that SBA and its records are subject to the provisions of the laws of the State of Florida governing the disclosure of public records, including without limitation Florida's Public Records Law, Chapter 119, Florida Statutes (such laws collectively referred to herein as the "FPRL"), and further acknowledges, understands and agrees that, absent a statutory exemption from disclosure that the Order is likewise subject to public inspection pursuant to the provisions of the FPRL.

SBA hereby advises Supplier that SBA is an "agency" for purposes of the FPRL, and that all information received by SBA (including without limitation Supplier's pricing information) will constitute "public records" for purposes of the FPRL which will be subject to public access and disclosure in the manner provided in the FPRL, unless an exemption from the public access and disclosure requirements of the FPRL is available under Florida law in connection with particular records received or maintained by SBA.

Supplier agrees that SBA shall be relieved from any confidentiality or other obligations (under any agreement with Supplier or otherwise) to the extent necessary to comply with SBA's obligations under the FPRL. In the case of a conflict between any agreement with Supplier and the FPRL, the provisions of the FPRL will prevail. All confidentiality and non-disclosure obligations and undertakings of SBA are provided only to the extent permitted under the laws of the State of Florida. Further, SBA shall not be liable to Supplier if SBA makes available to the public any record or other information received from Supplier that was required to be made public by SBA pursuant to the FPRL.

5. NOTICES. All notices required hereunder shall be in writing, addressed to the address set forth in the Order (or to such address for a party as it shall subsequently provide by written notice to the other), and shall be delivered manually, via registered or overnight mail or courier, facsimile transmission, or electronic mail, with delivery deemed given upon (i) manual delivery by a party, if delivered manually, or (ii) confirmed receipt through (a) a nationally recognized courier service, if delivered by mail or overnight, (b) printed notice of successful facsimile transmission, if delivered by facsimile, or (c) printed notice of successful transmission of electronic mail, if delivered by electronic mail.

6. LIMITATION OF SBA AUTHORITY. Supplier acknowledges that SBA may be prohibited from entering into any agreement or obligation regarding indemnification, limitation of remedies, disclaimer of liability, limitation of liability, or liquidated damages. Supplier agrees that the SBA will not be bound or deemed to have agreed to any indemnification, limitation of remedies, disclaimer of liability, limitation of liability, liquidated damages or similar provision set forth in the Contract Terms, Supplier's Proposed Terms or set forth in any other agreement between SBA and Supplier.

7. GOVERNING LAW; VENUE. The Contract Terms shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflict of law principles thereof. Any proceedings to resolve disputes regarding or arising out of the Contract Terms shall be conducted in the state courts located in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of those courts. As an entity of state government of the United States of America, SBA does not waive its right (i) to not submit to the jurisdiction of (a) any court outside the United States, or (b) a United States federal court; or (ii) to a jury trial.

**Disclosures
to
LIGHTNING TOOLS DELIVER POINT WEB PART SOFTWARE LICENSE AGREEMENT
(Agreement)**

1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999. The SBA is also prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt the SBA does not agree to arbitration.) See Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to the sections on Warranty (9), Indemnification (6. C.) and Limitation of Liability (14) to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in this agreement between the parties, Lightning Tools acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

3. IF LIGHTNING TOOLS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

**STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com**

4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. Lightning Tools hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.

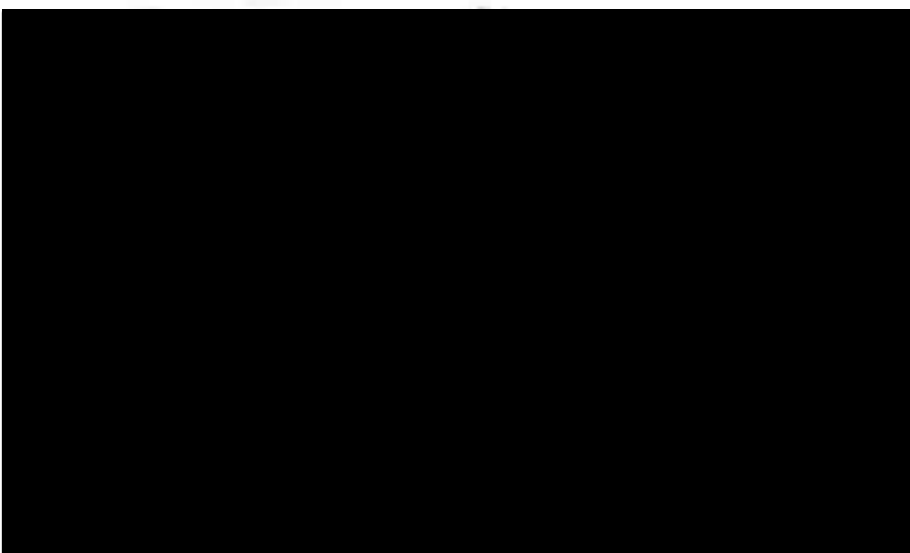
5. The SBA requires its vendors to comply with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. Lightning Tools acknowledges that SBA is subject to and Lightning Tools agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable. This section is only applicable within the United States.

6. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver

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of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

Signature Page Follows



State Board of Administration of Florida





State Board of Administration of Florida - New Deal DeliverPoint Office 365 and On-Prem Deal 3 years upfront

State Board of Administration of Florida

1801 Hermitage Boulevard
Tallahassee, FL 32308
United States

Marissa Yeatman
Administrative Assistant
marissa.yeatman@sbafla.com
(850) 413-1165

Reference: 20210924-145149552
Quote created: 24 September 2021
Quote expires: 24 October 2021
Quote created by: Jarrad Carter
New Business Sales Executive
jarrad@lightningtools.com
+44 160 443 6507

Barbara Fabian
barbara.fabian@sbafla.com
18504131131

Aj Copeland
anthony.copeland@sbafla.com
18504131111

Comments from Jarrad Carter

1 x Tenant 300 Users

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
DeliverPoint for SharePoint Online Annual Subscription	DPO L	1	\$3,750.00 / three years	\$3,750.00 / three years for 3 years

Subtotals

Per three year subtotal \$3,750.00

Other Fees

Discount for purchasing multiple years upfront

-\$562.00

Total

\$3,188.00

Questions? Contact me



Jarrad Carter
New Business Sales Executive
jarrad@lightningtools.com
+44 160 443 6507

Lightning Tools
The Granary, West Haddon Grange
West Haddon, United Kingdom NN6 7NY
GB

Download quote

Print quote

LIGHTNING TOOLS DELIVER POINT WEB PART SOFTWARE LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made between LIGHTNING TOOLS LTD a company incorporated in England (company number 06255412) whose registered office is at The Granary Yelvertoft Road, West Haddon, Northampton, England, NN6 7NY ("Developer") and THE SOFTWARE PURCHASER meaning the company or other legal entity from which you are accepting this Agreement or the entity which has signed the Purchase Order ("Licensee").

Developer has developed, and is the entire legal and beneficial owner of its software program marketed under the name DeliverPoint Web Part, including all maintenance releases (the "Software"). Developer is willing to license the Software to the Licensee on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License. In consideration of the Licensee agreeing to abide by the terms of this Agreement, Developer hereby grants to Licensee a non-exclusive, non-transferable, limited license to use the Software during the Subscription Term as set forth in this Agreement.

2. Use. Licensee may:

A. Install and use the Software for its business purposes only and for the number of authorised users as set out in a purchase order or online order or other order document that is accepted by the Developer ("Purchase Order");

B. Provided it is used by the Licensee at any one time only with SharePoint Tenant or SharePoint Farm or for such other purpose specifically set out in a Purchase Order, transfer the Software from one tenant to another; and

C. Receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by Developer from time to time in accordance with clause 10.

3. Restrictions. Except as expressly set out in this Agreement or as permitted by any local law, Licensee undertakes not to:

A. Modify, copy, duplicate, reproduce, license, rent, lease, loan, translate, merge, adapt, vary, alter or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer; provided that Licensee may make one copy of the Software for backup or archival purposes;

B. Disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things.

4. Term. The license granted under this Agreement is for an initial term of twelve (12) months ("Initial Term"). After the end of the Initial Term, this Agreement shall automatically renew for further twelve (12) month periods until this Agreement is terminated in accordance with its

terms or it expires.

5. Fee. In consideration for the use of the Software for the Initial Term, Licensee agrees to pay Developer in accordance with the published price list. <https://lightningtools.com/deliverpoint-sharepoint-on-premises-pricing> charge for each subsequent renewal term (the “Annual Fee”) shall be Developer's regular list price for the Software as published from time to time by Developer.

6. Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

“Controller”, “Processor”, “Processing” and “Data Subject” shall have the meanings given to them in the Data Protection Legislation;

ICO means the Information Commissioner’s Office;

“Personal Data” means any information relating to an identified or identifiable natural person (known as “the Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Data Protection Legislation

“UK and EU Cookie Law”: means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended in 2004, 2011 and 2015;

A. The Licensee warrants, represents and undertakes that no Personal Data will be processed by the Developer on the Licensee’s behalf when performing its obligations under this Agreement.

B. To the extent that the Developer processes Personal Data on behalf of the Licensee as a result of performing its obligations to the Licensee under this Agreement; (i) each of the Developer and the Licensee shall comply with its obligations under Data Protection Legislation as data controller and data processor, respectively; (ii) the Developer shall: (a) only process any Personal Data in accordance with the Licensee’s reasonable instructions from time to time; (b) maintain, appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and accidental loss or damage; and (c) not transfer the Personal Data to countries outside the European Economic Area without the prior written consent of the Licensee.

C. The Licensee shall indemnify and keep indemnified and defend at its own expense the Developer against all costs, claims, losses, damages or expenses sustained or incurred by the Developer or for which the Developer may become liable as a result of the Licensee breaching its obligations under this Section 6.

7. Confidentiality.

A. The Developer and Licensee shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this

licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

B. Neither the Developer or Licensee shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

8. Intellectual Property Rights. Licensee acknowledges that all intellectual property rights in the Software and any maintenance releases, anywhere in the world belong to the Developer, that rights in the Software are licensed (not sold) to the Licensee, and that Licensee has no rights in, or to, the Software other than the right to use them in accordance with the terms of this Agreement.

9. Warranty of Functionality. A. For a period of fourteen (14) Days following installation of the Software (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used on an operating system for which it was designed. If, within the Warranty Period, Licensee promptly notifies Developer in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Developer's specifications, the Licensee shall return the Software to Developer at Licensee's expense and Developer shall, at its sole option, repair the Software so that it operates according to the warranty, [or replace the Software] provided that Licensee makes available all information that may be necessary to assist Developer to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault. This warranty shall not apply if the Software has been altered or modified or if used improperly or in breach of this Agreement or on an operating environment not approved by Developer. The Supplier does not warrant that the use of the Software will be uninterrupted or error-free.

B. In the event of any defect in the media upon which the Software is provided arising within twelve (12) months of the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

10. Software Maintenance. Maintenance Releases means the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a new version. The Developer will provide the Licensee with all Maintenance Releases generally made available to its customers. The Developer warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software. The Licensee shall install all Maintenance Releases as soon as reasonably practicable after receipt.

11. Payment.

A. The Annual Fee for the Initial Term shall be payable immediately on your entering into this Agreement ("Commencement Date").

B. To avoid suspension of use of the Software, termination of this Agreement by the Developer, or any other disruption to the services provided under this Agreement, the Annual Fee for each subsequent renewal term shall become due thirty (30) days prior to each anniversary of the

Commencement Date unless otherwise set out in the Purchase Order.

C. Payment of any amount owed by Licensee to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount remains unpaid despite written notice from Developer reminding the Licensee of its obligation to pay in accordance with this Agreement, then the Developer may immediately, without limiting any of the Developer's other rights and remedies, at its sole option: (i) suspend the Licensee's use of the Software until such amounts are paid in full; or (ii) terminate the Licensee's use of the Software and this Agreement, and in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

12. Taxes. In addition to all other amounts due hereunder, Licensee shall also pay to Developer, or reimburse Developer as appropriate, all amounts due for property tax on the Software and for sales, use, excise taxes or other taxes which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

13. Warranty Disclaimer. DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. Limitation of Liability.

A. Except as set out in clause 11 B, Developer shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: (i) lost profits, sales, business or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss or corruption of data or information; (v) loss of business opportunity, goodwill or reputation; or (vi) any incidental, consequential or other indirect damages, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder or in connection with this Agreement exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise. B. Nothing in this Agreement shall limit or exclude our liability for: (i) death or personal injury resulting from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited by English law.

C. This Agreement sets out the full extent of Developer's obligations and liabilities in respect of the supply of the Software. Except as expressly stated in this Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law

15. Termination.

A. The Licensee may terminate the Agreement after the end of the Initial Term by giving to the Developer not less than thirty (30) days' written notice (such notice to expire at any time on or after the end of the Initial Term or at the end of the current renewal term, as applicable).

B. The Developer may terminate this Agreement immediately on written notice to the Licensee:

(i) if the Licensee commits a material or persistent breach of this Agreement which the Licensee fails to remedy (if remediable) within fourteen (14) days after the service of written notice requiring the Licensee to do so; or (ii) for non-payment.

C. The Developer may terminate this Agreement, without cause, upon thirty (30) days' written notice.

D. Upon termination for any reason: (i) all rights granted to the Licensee under this Agreement shall cease; (ii) the Licensee must immediately cease all activities authorised by this Agreement; (iii) the Licensee must immediately pay to the Developer any sums due to under this Agreement; and (iv) the Licensee must immediately delete or remove the Software from all computer equipment in its possession, and immediately destroy or return to the Developer (at our option) all copies of the Software then in the Licensee's possession, custody or control and, in the case of destruction, certify to the Developer that the Licensee has done so.

16. Force Majeure. The Developer shall not be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three (3) months, the Licensee may terminate this agreement by giving thirty (30) days' written notice to the Developer.

17. Notice. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Developer: Lightning Tools Ltd
The Granary
West Haddon Grange
West Haddon
Northants
NN6 7NY
United Kingdom

18. Governing Law.

A. The Developer and the Licensee agree that this Agreement and any dispute shall be governed by and construed in accordance with the law of England and Wales.

B. At the Licensee's written request, the parties may agree in writing to modify the governing law of the Agreement. Any modification of the governing law is to be determined by the Developer in its sole discretion, acting reasonably and in good faith.

19. Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Remedies. Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by

law.

21. Variation. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. Third Party Rights. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

23. No Assignment. Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

24. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

25. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

26. Interpretation. Unless the context otherwise requires:

- A. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- B. Words in the singular shall include the plural and in the plural shall include the singular.
- C. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- D. A reference to one gender shall include a reference to the other genders.
- E. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- F. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns