

Odyssey Systems Limited - Terms & Conditions

1. Definitions

- 1.1 The following words have the following meaning:
- ‘Odyssey Systems’ means Odyssey Systems Limited. Registered in England & Wales no 02517487.
- ‘Registered Office’ means the Registered office of Odyssey Systems Limited at Lockheed Court, Preston Farm, Stockton on Tees, TS18 3SH but may vary from time to time.
- ‘Agreement’ means the agreement for the provision of Equipment, Odyssey Equipment and /or Services described in a Sales Agreement a Network Services Agreement or other Purchase Order.
- ‘BT’ means British Telecommunications Plc;
- ‘Contract Commencement Date’ means date as and when the Agreement is signed
- ‘Data Protection Legislation’ means all applicable laws and regulations (including guidance and codes of practice) relating to data protection and the processing of personal data and privacy, in force from time to time and all generally acknowledged international data security principles.
- ‘Equipment’ means the equipment to be supplied to the Customer described in a Sales Agreement Network Services Agreement or other Purchase Order
- ‘Odyssey Equipment’ means any equipment which the parties agree is to be supplied by Odyssey Systems to the Customer to facilitate the provision of the Services;
- ‘Odyssey Systems Network’ means such of Odyssey Systems internal and/or external services and/or infrastructure as are required to enable Odyssey Systems to comply with its obligations under this Agreement.
- ‘Maintenance’ means the maintenance services to be supplied by Odyssey Systems as described in the Agreement.
- ‘Minimum Term’ shall be the Contract Term as detailed on the Network Services Agreement commencing on the Contract Commencement Date.
- ‘Services’ means the telecommunication services requested by the Customer, as set out in the Agreement (including for the avoidance of doubt all installation and implementation services described in the Agreement)
- ‘Site(s)’ shall mean any site or sites where the Services are to be performed or the Odyssey Equipment to be installed.
- 1.2 A reference to an Act of Parliament in this Agreement includes any amendment, replacement or re-enactment and includes any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under it and any conditions imposed by it.
- 1.3 Headings are inserted for ease of reference only and do not affect the interpretation of this Agreement.
- 1.4 References in this Agreement to Clauses and Schedules are references to clauses of or schedules to this Agreement. References to Paragraphs are references to paragraphs of the Schedule in which the reference is made, unless otherwise explicitly provided.
- 1.5 Unless the context otherwise requires, the singular includes the plural and vice versa.

2. Provision of Services and Equipment

- 2.1.1 Odyssey Systems will provide the Services and the Equipment from the Contract Commencement Date until the Services are cancelled or the Agreement expires or is terminated in accordance with its terms. Odyssey Systems shall not be obliged to provide Services (other than installation and implementation services, which will commence on the Contract Commencement Date) until it accepts a Purchase Order (either on paper or in electronic format, as issued by the Customer from time to time) from the Customer.
- 2.1.2 Odyssey Systems shall deliver the Equipment to the place and on the date specified in the relevant Sales Agreement or (if no details are included) to such other place or on such other date as the parties shall agree from time to time; ownership of the Equipment shall pass to the Customer upon receipt of payment in full.
- 2.1.3 The Customer shall be responsible such delivery charges in respect of the Equipment as shall be reasonable in the circumstances, details of which shall be set out clearly in any relevant invoice.
- 2.2 Odyssey Systems agrees that at any time during the term of the Agreement the Customer shall be permitted to purchase additional Equipment and/or Services subject to the terms of this Agreement by the execution of an additional Purchase Order.

- 2.3 Odyssey Systems hereby warrants represents and undertakes to the Customer that with effect from the Contract Commencement Date and during the term of the Agreement;
- 2.3.1 it has and will have full authority and all necessary rights to enter into the Agreement and to provide the Services supply the Equipment and perform its obligations as set out in the Agreement;
- 2.3.2 it shall comply with all applicable laws enactments orders and other governmental statutory or regulatory requirements and guidance which may from time to time be applicable to the fulfilment of its obligations under the Agreement (including without prejudice to the generality all applicable health and safety laws);
- 2.3.3 the Services will be provided and the Equipment supplied in accordance with the terms of the Agreement and using all reasonable skill care and due diligence and in accordance with best industry practice;
- 2.3.4 the Equipment will conform with the quality descriptions and other particulars stated in the Purchase Order, will comply with all applicable legislation for the time being in force, be of satisfactory quality ,fit for any intended uses, and free from all defects in materials and workmanship.
- 2.4 The Customer must notify Odyssey Systems as soon as reasonably practicable when it becomes aware of any fault in the Services and/or the Equipment and Odyssey Systems will correct any fault as soon as reasonably practicable. If Odyssey Systems provides assistance to the Customer for the resolution of a fault, but it is subsequently discovered that the fault lies with the Customers' equipment or systems the Customer shall pay Odyssey Systems for resolution of the fault on a time and materials basis at Odyssey Systems' current rates from time to time (which shall in all the circumstances be reasonable).
- 2.4.1 In consideration of the payment of the Maintenance charge, Odyssey Systems shall as soon as is reasonably practical after notification provide a maintenance engineer to carry out, during its normal working hours referred to in Clause 5.4, any maintenance of and repairs and replacements to the Odyssey Equipment or Odyssey Systems Network that may be reasonably requested by the Customer and shall carry out any maintenance repairs and replacements (including the provision of any necessary materials and spare parts and reprogramming of software which is not accessible to the Customer through normal operating procedures) as shall be necessary as a result of fair wear and tear arising from the proper installation of the Odyssey Equipment or Odyssey Systems Network.
- 2.4.2 Any maintenance, repairs or replacements or Customer visits caused other than by fair wear and tear arising from the proper operation of the Odyssey Equipment or Odyssey Systems Network may be carried out at the Customer's expense at Odyssey Systems current charges. All maintenance, repairs or replacements may be carried out at the premises where the equipment is installed or elsewhere at the option of Odyssey Systems.
- 2.5 Either party may cancel the provision of all or any of the Equipment and/or Services by giving 42 days written notice to the other party once the Minimum Term has expired.
- 2.6 The Customer may cancel the provision of Services and the supply of Equipment before the expiry of the Minimum Term subject to the payment of Early Termination charges equal to the amount which would have been due under this Agreement to the end of the Minimum Term. For the avoidance of doubt no Early Termination charges shall be due in the event of any cancellation or termination by the Customer in accordance with clauses 10.4 and/or 13.2.

3. Changes to the Odyssey Systems Network, Services or Equipment

- 3.1 Subject to clauses 3.2 and 3.3 Odyssey Systems may at any time change the Odyssey Systems Network, the Services or any Odyssey Equipment:
- (a) if it needs to do so to comply with any applicable safety or other statutory requirements; or
- (b) where the change does not materially detract from the quality or performance of the Services the Equipment and/or the Odyssey Equipment.
- 3.2 Odyssey Systems will give the Customer such notice as shall be reasonable of its intention to make any changes in accordance with clause 3.1.
- 3.3 Odyssey Systems will pay for any change to the Odyssey Systems Network, Services, Odyssey Equipment or Equipment made under this Clause.

4. Compliance with laws and obligations

The Customer must ensure that it complies at all times with all laws and obligations, including any licence under the Telecommunications Act 1984 and any other Acts of Parliament which are applicable to the Customer. The Customer must also obtain any relevant consents and approvals for the installation and use of any Odyssey Equipment at the Site. Odyssey Systems will have no liability under this Agreement for

failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations or does not obtain such consents or approvals.

5. Sites

- 5.1 The Customer must prepare the Site(s) in accordance with Odyssey Systems reasonable instructions so that any Odyssey Equipment can be installed. When agreed between the parties the Customer will meet the costs of preparing the Site(s).
- 5.2 The Customer must provide adequate electricity supply and suitable earth connection in the room for the operation of any Odyssey Equipment to be installed at the Site(s).
- 5.3 The Customer must assist and co-operate with Odyssey Systems to enable Odyssey Systems to carry out its obligations under this Agreement, including giving access to the Site(s) to install and maintain the Odyssey Equipment.
- 5.4 Odyssey Systems will normally carry out installation and maintenance work referred to in Clause 5.3 during normal working hours (8am to 5pm Monday to Friday) but may, on reasonable notice (which will not be less than 24 hours except in an emergency) require the Customer to provide access at other times. At the Customer's request Odyssey Systems may agree to work outside normal working hours but the Customer may be asked by Odyssey Systems to pay any relevant overtime charges for relevant staff.
- 5.5 Odyssey Systems will comply with all applicable health and safety laws when it undertakes installation and maintenance work under this Clause.

6. Odyssey Equipment

- 6.1 If Odyssey Systems provides the Customer with any Odyssey Equipment then unless the Customer separately buys or leases such Odyssey Equipment from Odyssey Systems under separate terms:
 - (a) the Odyssey Equipment will remain Odyssey Systems property at all times; and
 - (b) the Customer will not interfere with or modify the Odyssey Equipment and will not remove or alter any identification mark on the Odyssey Equipment showing that it is owned by Odyssey Systems; and
 - (c) when the ownership of the Odyssey Equipment is relevant, the Customer will make clear to third parties that the Odyssey Equipment is Odyssey Systems property; and
 - (d) the Customer will use reasonable endeavours to ensure that the Odyssey Equipment is safely used by its staff whilst it is in the Customer's custody, but for the avoidance of doubt the Customer will be responsible for procuring and maintaining an appropriate insurance policy; and
 - (e) the Customer must keep the Odyssey Equipment at the Site in accordance with Odyssey Systems reasonable instructions; and
 - (f) the Customer must permit Odyssey Systems to inspect or test the Odyssey Equipment remotely at such times as may be agreed between Odyssey Systems and the Customer, such agreement not to be unreasonably withheld or delayed; and
 - (g) the Customer must not attempt to let, sell, charge or otherwise deal with the Odyssey Equipment; and
 - (h) in the event that any execution or distress is levied or used against the Odyssey Equipment or if the Odyssey Equipment is seized under or affected by any distress, execution or other legal process the Customer shall give Odyssey prompt notice of the same.
- 6.2 The Customer will be liable to Odyssey Systems for any loss or damage to the Odyssey Equipment resulting from the Customer's failure to comply with its obligations under the Agreement. The Customer must notify Odyssey Systems as soon as it becomes aware of any loss or damage to the Odyssey Equipment.
- 6.3 Odyssey Systems will provide all maintenance for the Odyssey Equipment. Odyssey Systems may either remotely (or at the Site by prior arrangement) make or procure any inspection, test, modification, change, addition to or replacement of any Odyssey Equipment provided Odyssey Systems acts in a reasonable manner.

7. Provisions relating to Services

- 7.1 The Customer will use the Services in accordance with any reasonable operating instructions Odyssey Systems may provide.

- 7.2.1 The Customer will use all reasonable endeavours to ensure that the Services are not used for the sending of any defamatory, offensive or abusive, or obscene or menacing material or in a manner which infringes the rights of any person (including rights of copyright or confidentiality) and if any award is made against Odyssey Systems in favour of any person as a direct consequence of any such use then subject to clause 7.2.2 the Customer will promptly reimburse such amounts to Odyssey Systems.
- 7.2.2 In the event that any claim is made against Odyssey as anticipated by clause 7.2.1 Odyssey shall take all reasonable steps to ensure that any such claim is dealt with promptly, in accordance with good legal and commercial practice, in a manner which ensures that any claim and/or award is mitigated so far as possible.
- 7.2.3 Odyssey service descriptions specify current limits on bandwidth and disk utilisation. Where limits are not specifically defined the judgement of the Odyssey Systems shall be used to define those limits. The use of bandwidth or disk space in excess of those limits is not permitted. The total number of bytes transferred determines bandwidth utilisation. The total number of bytes required to store data determines disk utilisation. If Odyssey Systems determines that excessive bandwidth or disk space utilisation is adversely affecting Odyssey's ability to provide service, Odyssey may take immediate action. Odyssey will attempt to notify the account owner by telephone, letter or e-mail as soon as possible.

8. Suspension of Services

- 8.1 Either party may, without terminating this Agreement, immediately suspend part or all of the Services until further notice if:
- (a) it would be permitted to terminate this Agreement under Clause 10.3 (in the case of Odyssey Systems) or clause 10.4 (in the case of the Customer); or
 - (b) it is obliged to comply with an order, instruction or request of Government, an emergency services organisation, or other competent administrative authority. The suspending party will give the other the maximum period of notice practicable in the circumstances if it needs to suspend the Services for this reason; or
 - (c) (in the case of Odyssey Systems) Odyssey Systems needs to maintain or upgrade the Odyssey Systems Network at the Site, Such maintenance or upgrade will be carried out at a time agreed between the parties.
- 8.2 If it is necessary for Odyssey Systems to suspend the Services under Clause 8.1(b) or Clause 8.1(c), it will do so for as short a period as is practicable in the circumstances.
- 8.3 If either of the parties suspends the Services due to any event in Clause 8.1, this will not exclude its right to terminate the Agreement later in respect of that or any other event, nor will it prevent either party claiming damages (or any other remedy) from the other party.

9. Charges and Payment

- 9.1 Odyssey Systems will charge the Customer for the Services and the Equipment, the fixed prices specified in the relevant Sales Agreement, Network Services Agreement or other relevant Purchase Order.
- 9.2 Odyssey Systems will invoice the Customer monthly in respect of Calls Charges properly delivered in the previous month and Services scheduled to be delivered in the forthcoming month and the Customer will pay all undisputed invoices by Direct Debit by the twenty first after the date of invoice. If the Customer is unable to pay by Direct Debit the Customer must pay the charges by the fourteenth day after the date of invoice. Odyssey Systems may require the Customer to pay all sums due under this Agreement on demand.
- 9.3 Odyssey Systems will invoice the Customer within 14 days after delivery of Equipment and the Customer will pay all undisputed invoices within 14 days of receipt of the relevant invoice.
- 9.4 Odyssey Systems reserves the right to charge daily interest on all amounts not paid in accordance with this Clause 9 until payment is received in full at the rate equal to one percent above HSBC Bank plc Base Lending Rate as current from time to time whether before or after judgment and this right to charge interest is without prejudice to Odyssey Systems' right to treat non-payment of sums due by the Customer as a repudiatory breach of this Agreement.
- 9.5 All sums due to Odyssey Systems under this Agreement are exclusive of Value Added Tax and any other applicable taxes which may from time to time be introduced, which shall be charged in accordance with the relevant regulations in force at the time of making the taxable supply and must be paid by the Customer.

- 9.6 Odyssey Systems may at any time change the charges specified in the 'Sales Agreement' or 'Network Services Agreement' or other relevant Purchase Order by
- (a) decreasing the charges without notice; or
 - (b) increasing the charges by giving the Customer (where practicable) 30 days written notice.
- 9.7 Where an Agreement expires or is properly terminated by either party the Customer shall pay any charges properly accrued due under the Agreement unless agreed otherwise by the parties. The Customer shall be entitled to a pro-rata refund of any pre-paid charges or any other fees or sums paid in respect of any terminated Services that relate to any period after the relevant termination date.
- 9.8 The Customer will notify Odyssey Systems of the reasons for any disputed invoices within 14 days of receipt.

10. Term and Termination

- 10.1 The Agreement shall come into force on the Contract Commencement Date and shall continue in full force and effect until it expires automatically at the end of Minimum Term, unless terminated earlier in accordance with its terms.
- 10.2 Without prejudice to any other of the parties respective rights under the Agreement either party may terminate the Agreement or any supply of Services or Equipment at any time after expiry of the Minimum Term on forty two (42) days written notice to the other.
- 10.3. Without prejudice to any other rights or remedies Odyssey Systems may have (either under this Agreement or at law), Odyssey Systems may terminate this Agreement or may cancel the Services at any Site immediately by serving written notice on the Customer if:
- (a) the Customer becomes Insolvent; or
 - (b) the Customer fails to make any payment when it is due under this Agreement after receiving 14 days written notice to do so from Odyssey Systems; or
 - (c) the Customer commits a breach of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach after receiving 30 days written notice to do so from Odyssey Systems; or
 - (d) the Customer's telecommunications licence under which the Customer has the right to run its telecommunications system is revoked or amended (and not replaced by an equivalent licence or right) so that Odyssey Systems is not permitted by law to provide the Service; or
- 10.4 Without prejudice to any other rights or remedies the Customer may have (either under this Agreement or at law), the Customer may terminate this Agreement or may cancel the Services at any Site immediately by serving written notice on Odyssey Systems if:
- (a) Odyssey Systems becomes Insolvent; or
 - (b) Odyssey Systems commits a breach of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach after receiving 30 days written notice to do so from the Customer; or
 - (c) the Customer's telecommunications licence under which the Customer has the right to run its telecommunications system is revoked or amended (and not replaced by an equivalent licence or right) so that Odyssey Systems is not permitted by law to provide the Services.
- 10.5 In this Clause "Insolvent" means the appointment of or the application to a court for the appointment of a liquidator, provisional liquidator, administrator, administrative receiver or receiver, the entering into a scheme of arrangement or composition with or for the benefit of creditors generally, any reorganisation, moratorium or other administration involving its creditors or any class of its creditors, a resolution or proposed resolution to wind it up, or becoming unable to pay its debts as and when they fall due or becoming deemed to become unable to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act 1986.

11. After Termination

- 11.1 On termination of this Agreement or cancellation of all or any of the Services under Clause 10.3, or termination of this Agreement under Clause 13.2, all amounts then owed by the Customer to Odyssey Systems under the Agreement shall become immediately due and payable in accordance with the Clause 9 and the Customer must:

- (a) immediately stop using the Services to the extent that they have been cancelled or the Agreement has been terminated; and
 - (b) immediately stop using any relevant Odyssey Equipment; and
 - (c) allow Odyssey Systems to enter the Sites during normal business hours at a time agreed by the Customer to remove the relevant Odyssey Equipment. The Customer's obligations in respect of the Odyssey Equipment will continue to apply until Odyssey Systems has removed the relevant Equipment provided Odyssey removes the Odyssey Equipment as and when agreed. If Odyssey Systems fails to remove the Odyssey Equipment on or before the agreed time for removal, any obligations of the Customer in respect of the same shall cease.
- 11.2 Where the Agreement expires and/or any notice of termination is given in respect of all or any of the Services or the Equipment, for the duration of the notice period and for a reasonable period thereafter Odyssey Systems shall free of charge co-operate with any transfer of the provision of the Services from Odyssey Systems to a third party
- 11.3 Termination or expiry of this Agreement and/or any part of it for whatever reason, shall be without prejudice to any obligations or rights of either party which may have accrued before termination or expiry and shall not affect any provision of the Agreement which is expressly or by implication intended to come into effect on or to continue in effect on such termination or expiry.

12. Limitation of Liability

- 12.1 Nothing in this Agreement excludes or restricts either party's liability;
- (a) for death or personal injury resulting from that party's negligence; or
 - (b) arising from any defect in Equipment if and to the extent that party is liable under Part 1 of the Consumer Protection Act 1987 or any safety regulations made under it; or
 - (c) arising from a breach by that party of its statutory duty under section 41(1) of the Consumer Protection Act 1987, not to contravene any obligation contained in safety regulations made under section 11 of the Consumer Protection Act 1987; or
 - (d) in respect of fraud or fraudulent statements; or
 - (e) in respect of any other liabilities which cannot be lawfully excluded or limited .
- 12.2 Unless otherwise expressly stated, either party's liability in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of either party's obligations under this Agreement is limited to £1 million for one event or series of related events and £2 million in total for all events, arising in any twelve month period.
- 12.3 Neither party will be liable to the other under this Agreement in contract, tort (including negligence) or otherwise for any loss of revenue, business contracts, anticipated savings, or profits.
- 12.4 Neither party will be liable to the other for any failure to comply with its obligations under this Agreement to the extent that this liability arises as a result of the failure by the other party to fulfil its obligations under this Agreement.
- 12.5 Neither party shall be liable to the other in tort (including negligence) breach of contract breach of statutory duty or otherwise due to under and/or arising out of or in connection with this Agreement to the extent that such loss or damage is indirect consequential special or punitive.
- 12.6 The provisions of this Clause continue to apply despite the termination or expiry of this Agreement.

13. Force Majeure

- 13.1 Neither party shall be liable for any delays or failures to perform any part of its obligations under this Agreement where performance of such obligation is prevented due to any cause beyond the first party's reasonable control, including but not limited to any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, the act or omission of Government, highways, authorities, other telecommunications operators or administrations or other competent authority, or the obstruction by a third party of line of sight between microwave installations, war, military operations, or riot provided that the party so affected shall use all reasonable endeavours to resume performance of its obligations as quickly as possible and shall give the other party prompt and full particulars of the failure or delay, and consult with the other party concerning the delay or failures from time to time (as and when appropriate.)

13.2 If any event described in Clause 13.1 lasts for more than three months from the date of its commencement and that event prevents either party from performing all or a material part of its obligations during that period either party may, by giving 14 days written notice to the other party terminate this Agreement.

14. Information Confidentiality and Data Protection

- 14.1 Each of the parties will promptly provide the other (where reasonable, free of charge) with any information which the other may reasonably require to enable it to proceed with the performance of its obligations under this Agreement, including (in the case of Odyssey Systems) any information which Odyssey Systems may reasonably request for the purpose of credit verification.
- 14.2 Subject to Clause 14.3, neither the Customer nor Odyssey Systems will use, copy, adapt, alter transfer or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient. The Parties agree that such information may only be used by the relevant recipient as strictly necessary of the performance of its obligations under the Agreement.
- 14.3 The Customer acknowledges that Odyssey Systems may, and permits Odyssey Systems to use information about the calls routed through any Equipment including but not limited to origin, destination, duration, route and time, provided that such information is only used by Odyssey Systems in so far as is strictly necessary to enable Odyssey Systems to perform its obligations under this Agreement.
- 14.4 Both parties shall comply fully with the Data Protection Legislation and procure that its employees agents and contractors so comply when dealing with information given to the other party under this Agreement and when otherwise performing its obligations under the Agreement.
- 14.5 If Odyssey Systems receives personal data (as defined in the Data Protection Legislation) pursuant to the Agreement Odyssey Systems shall;
- (a) only use it as strictly necessary for the performance of its obligations hereunder;
 - (b) maintain all prudent and necessary security technical and organisational security measures to comply with its obligations under the Data Protection Legislation;
 - (c) assist the Customer to comply with its obligations in relation to any such personal data; and
 - (d) comply with all reasonable instructions of the Customer in relation to any such personal data processed by or on behalf of Odyssey Systems.

15. Intellectual Property Rights

- 15.1 All legal and beneficial rights in software in whatever form which Odyssey Systems provides to the Customer for the purpose of using the Services the Odyssey Equipment or the Equipment will remain at all times Odyssey Systems property or the property of its licensor.
- 15.2 To the extent that it is so entitled, Odyssey Systems grants the Customer a non-exclusive non-transferable licence to use such software for the sole purpose of using the Services the Equipment and or the Odyssey Equipment. The Customer will not reproduce the software, save that the Customer will be entitled to make a single back-up copy for security purposes only. The Customer will not modify, adapt, translate, reverse engineer or disassemble the software but if the Customer wishes to exercise its rights under section 50B of the Copyright, Designs and Patents Act 1988 then Odyssey Systems will give the Customer information about the terms on which such rights may be exercised.
- 15.3 Copyright in all documents, drawings and information including if applicable any access codes supplied to the Customer in connection with this Agreement remain vested in Odyssey Systems or the copyright owner. Such documents, drawings and information are confidential and will not be copied, disclosed or used (except for the purpose for which they were supplied) without Odyssey Systems prior written consent.

16. Notices

Notices given by Odyssey Systems shall be sent to the Customer's address specified in the relevant Sales Agreement or Network Services Agreement and invoices shall be sent to the Customer's billing address notified by the Customer to Odyssey Systems each as varied by notice in writing from time to time. Notices to Odyssey Systems from the Customer must be to the Registered Office. Notices given under this Agreement must be given in writing.

17. Assignment

- 17.1 Subject to Clause 17.2, the Customer may not assign or try to assign or otherwise deal with any of its rights and obligations under this Agreement without Odyssey Systems prior written consent.
- 17.2 Odyssey Systems may assign, sub-contract or otherwise deal with all or any of its rights and obligations under this Agreement.

18. Change to the Agreement

Notwithstanding any other provision of this Agreement, Odyssey Systems may change the Agreement at any time by notice in writing to the Customer if it needs to do so to comply with any law or statutory obligation and will use its reasonable endeavours to ensure that any change to the Agreement does not result in any deterioration in either the Services or Equipment or both.

19. General

- 19.1 Failure by either party to enforce any of its rights under this Agreement is not to be taken as or deemed to be a waiver of that right unless the waiving party acknowledges the waiver in writing.
- 19.2 Part or all of any Clause of this Agreement that is unenforceable or illegal will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement.
- 19.3 This Agreement is governed by the law of England and Wales, and the parties agree to submit disputes in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.
- 19.4 A person who is not a party to the Agreement has no right under the Contracts (Rights of third Parties) Act 1999 to enforce any term of the Agreement.

20. Bribery and Corruption

- 20.1 The Supplier shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements') ;
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with the Customer's ethics, anti-bribery and anti-corruption policies;
 - (d) have and maintain in place throughout the term of the Agreement its own policies and procedures, including but not limited to adequate procedures under the Relevant Requirements to ensure compliance with its obligations under this Agreement, and will enforce them where appropriate; and
 - (e) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Agreement;