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- 16.1.3 the Publisher may destroy or otherwise dispose of any of the Licensee Data in its possession unless the Publisher receives, no later than ten (10) days after the effective date of the termination of this Licence, a written request for the delivery to the Licensee of the then most recent back-up of the Licensee Data. The Publisher shall use reasonable commercial endeavours to deliver the back-up to the Licensee within thirty (30) days of its receipt of such a written request, provided that the Licensee has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Licensee shall pay all reasonable expenses incurred by the Publisher in returning or disposing of Licensee Data; and
- 16.1.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

## 17 GENERAL


- 17.1 This Licence constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Licence, whether oral or written.
- 17.2 Alterations to this Licence are only valid if they are agreed to in writing in advance by both parties.
- 17.3 This Licence may not be assigned by the Licensee to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Licence in respect of the Agent and the management and operation of the Server, without the prior written consent of the other party, whose consent shall not unreasonably be withheld. Licensor shall be entitled to assign, sublicense, subcontract or otherwise dispose of its rights and obligations under this Licence to any other person or company.
- 17.4 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within fourteen (14) days of posting.
- 17.5 Neither party's delay or failure to perform any provision of this Licence, or from carrying on its business, by acts, events, omissions or accidents beyond its control (including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the either party or any third party), failure of a utility service or transport or power or telecommunications network or Internet failures or damage to or destruction of any network facilities, act of God, riot, civil commotion, malicious damage, war, strikes, floods, governmental restrictions, shall be deemed to be, or to give rise to, a breach of this Licence.
- 17.6 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.

17.7 Either party's waiver or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

17.8 This Licence shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of, or in connection with, this Licence will be subject to, and within, the jurisdiction of the courts of England.

IN WITNESS WHEREOF, the parties have executed this Licence by their respective, duly authorized representatives as of the date first above written.

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