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## The Basics

These are the Standard Trial General Terms that apply to all Trial Services.

### 1 Order of documents

If there is a conflict between any of the documents, the order of priority, highest first, is:

- 1.1 any Annexes;
- 1.2 the Trial Service Terms; and
- 1.3 the Standard Trial General Terms.

### 2 What words mean

Some of the words and phrases in this document mean specific things. Words that are capitalised but have not been defined in these Standard Trial General Terms have the meanings given to them at

[https://business.bt.com/content/dam/terms/trial/TrialTermsandConditions\\_GeneralTerms.pdf](https://business.bt.com/content/dam/terms/trial/TrialTermsandConditions_GeneralTerms.pdf).

## The Trial Service

### 3 What BT has to do

BT will:

- 3.1 provide the Trial Service with the care and skill that would reasonably be expected in the circumstances;
- 3.2 comply with Applicable Law and Compliance Obligations, and may exercise BT's rights in the Compliance Obligations; and
- 3.3 if applicable, take reasonable steps to stop anyone getting unauthorised access to any part of the BT Network.

### 4 Trial Service

- 4.1 BT does not make any representations, whether express or implied, about whether the Trial Service will operate in combination with any Content, Customer Equipment or other equipment and software.
- 4.2 BT does not guarantee that the Trial Service will be provided without errors or uninterrupted or that BT will correct all errors.

### 5 Equipment

- 5.1 In relation to the use of any BT Equipment (if provided as part of the Trial Service), you will:
  - 5.1.1 keep the BT Equipment safe and without risk to health;
  - 5.1.2 only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT

- 5.1.3 may give and for the purpose for which it is designed;
- 5.1.3 not move the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 5.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments will become part of the BT Equipment;
- 5.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- 5.1.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment;
- 5.1.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
- 5.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 5.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or misuse of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
- 5.1.10 ensure that the BT Equipment appears in BT's name in your accounting books;
- 5.1.11 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
- 5.1.12 notify any interested third parties that BT owns the BT Equipment. Any BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

### 6 WEEE Directive

- 6.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
- 6.2 For the purposes of Article 13 of the WEEE Directive this Clause 6.2 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 6.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

### 7 EULA

If applicable:

- 7.1 you will observe and comply with the EULA for any and all use of the applicable Software;



- 7.2 in addition to what it says in Clause 15, if you do not comply with the EULA, BT may restrict or suspend the Trial Service upon reasonable Notice, and:
- 7.2.1 you will continue to pay the Charges for the Trial Service until the Trial Service ends; and
  - 7.2.2 BT may charge a re-installation fee to re-start the Trial Service;
- 7.3 you will enter into the EULA for your own benefit and the rights, obligations, undertakings, warranties and indemnities granted in the EULA are between you and the Supplier and you will deal with the Supplier in respect of any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT; and
- 7.4 you will deal with the Supplier with respect to any loss or damage suffered by you or the Supplier under the EULA and such loss or damage will not be enforceable against BT.

### Service Delivery and Management

#### 8 Your Obligations

Where applicable before the Trial Period and throughout the provision of the Trial Service, you will:

- 8.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 8.2 ensure that any Customer Equipment that is connected to the Trial Service or that you use, directly or indirectly, in relation to the Trial Service is:
  - 8.2.1 connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
  - 8.2.2 adequately protected against viruses and other breaches of security;
  - 8.2.3 technically compatible with the Trial Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
  - 8.2.4 approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 8.3 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards, Applicable Law or puts you in breach of BT's Acceptable Use Policy;
- 8.4 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Trial Service;
- 8.5 not use the Trial Service or Software for the benefit of any third party (including timesharing and service bureau use), nor permit any person to do so;
- 8.6 not disclose the results of any benchmark tests or performance tests of the Trial Service to any third party without BT's prior written consent;
- 8.7 not perform or disclose any information in relation to the security testing of the Trial Service or associated

infrastructure including network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and

- 8.8 be responsible for duplicating and storing Content you wish to keep on other devices not connected with the Trial Service.

### Payments

#### 9 Paying what you owe BT

- 9.1 You will be responsible for and will pay the Charges as set out in the Trial Service Terms, whether the Trial Service is used by you or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 9.2 Unless you are disputing an invoice (see Clause 11), you will pay each invoice BT sends you within 28 days of the date on it. You will pay the full amount in cleared funds into BT's bank account, without any set-off, counterclaim, deduction or withholding, unless you legally must take something off.
- 9.3 If you make a payment covering more than one invoice:
  - 9.3.1 you will tell BT which amounts to apply to which invoices; and
  - 9.3.2 if you do not tell BT, BT may apply the payment to any unpaid invoices at its discretion.
- 9.4 Charges do not include any Transaction Taxes. If BT sends you a valid tax invoice, you will pay all of the Transaction Taxes due, including those BT has paid or will pay that BT is allowed, by Applicable Law, to pass on to you, and that telecommunications providers normally pass on to their customers. BT will not charge any Transaction Taxes on the Trial Service where you have already given BT a valid tax exemption certificate.
- 9.5 You will make any deductions for Withholding Tax from your payments to BT that are required by Applicable Law and pay such sums to the relevant taxing authority within the period for payment permitted by Applicable Law.
- 9.6 If you deduct Withholding Tax from your payments to BT, you will:
  - 9.6.1 gross up your payments to BT so that the net amount BT receives is equal to the amount BT would have received had there been no deduction or withholding; or
  - 9.6.2 indemnify BT for the amounts you have deducted from your payments to BT.
- 9.7 If BT receives a Claim from a taxing authority alleging that it has not received Withholding Tax due on or in connection with payments from you to BT, you will indemnify BT for the amount of the Withholding Tax due together with any interest, fines and penalties relating to the late payment or non-payment of the Withholding Tax and any costs of defending the Claim against the taxing authority.
- 9.8 If you ask for any change to be made to the agreed billing arrangements for the Trial Service, and that change results in additional Transaction Tax or Withholding Tax to BT or any BT Affiliates that they are unable to fully recover, then, regardless of what it may say elsewhere in this Contract, BT may modify the Charges to reflect the impact of the change and you will pay BT any additional amounts due.

#### 10 What happens if you do not pay BT



- 10.1 If you do not pay an invoice by the date it is due and you are not disputing the invoice in accordance with Clause 11, BT may:
- 10.1.1 charge you either:
- (a) a late payment charge, which may be described in the Trial Service Terms; or
  - (b) interest on the unpaid amount at the annual rate of four per cent above the Bank of England's base lending rate at the date of calculation, or at the maximum rate allowed by Applicable Law, whichever is less. The interest will build up and be compounded each day, from the date the invoice was due to the date you pay BT; and
- 10.1.2 restrict or suspend the Trial Service until you have paid in full.
- 10.2 You will pay BT any reasonable costs that BT incurs when recovering any amount you owe BT, including debt collection agency and legal costs.

### 11 Disputing and Invoice

- 11.1 If you do not agree with something in an invoice BT sends you before you have made payment, you will give BT Notice within 14 Days after the date of the invoice.
- 11.2 You will always pay the undisputed amount of an invoice, and any disputed amount that is less than five per cent of the total invoice, in accordance with Clause 9.2.
- 11.3 We will both settle an invoice dispute in accordance with Clause 21 and you will pay the amount we both finally agree on within seven days of both of us agreeing it.
- 11.4 BT may still charge you a late payment fee or interest on amounts in accordance with Clause 10.1.1 for any amount we both agree under Clause 11.3.

## Protecting Information

### 12 Intellectual Property Rights

- 12.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.
- 12.2 If BT provides you with Software so you can use the Trial Service, BT gives you a non-transferable and non-exclusive licence to use the Software only for the purposes and in the manner set out in the Trial Service Terms. As well as any terms of the Contract, you will also comply with any third-party terms that BT makes known to you that apply to the use of the Software or Trial Service.
- 12.3 You will not copy, decompile, modify or reverse engineer any Software or any part of the Trial Service, or knowingly let anyone else do that, unless it is allowed by law or BT has given you permission in writing.
- 12.4 You will not access or use the Trial Service to build or assist someone else to build products or services that compete with any BT product and services, or knowingly let anyone else do that.
- 12.5 The licence BT gives you in Clause 12.2 will last as long as BT provides you with the Trial Service.
- 12.6 If your use of the Trial Service leads to a Claim of infringement of someone's else's Intellectual Property Rights against you, or BT thinks it is likely to lead to one, BT may, at BT's expense:

- 12.6.1 get you the right to carry on using the Trial Service; or
- 12.6.2 modify or replace the relevant parts of the Trial Service so that using it no longer infringes another someone else's Intellectual Property Rights.
- 12.7 The actions in Clause 12.6 are the only remedies you will have for Claims for infringement of someone else's Intellectual Property Rights.
- 12.8 If none of the remedies set out in Clause 12.6 are available to BT at reasonable terms BT may terminate the Trial Service upon reasonable Notice.

### 13 Keeping things Confidential

- 13.1 We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that:
- 13.1.1 to meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, Affiliates, officers, directors, advisers and, for BT only, BT's subcontractors and suppliers, who need to know. The one of us disclosing the Confidential Information will ensure that the people receiving it comply with this Clause 13; or
- 13.1.2 because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the one of us disclosing it will give the other as much notice as reasonably possible before any disclosure.
- 13.2 Each of us will return or destroy any of the other's Confidential Information within a reasonable time when the other asks in writing.
- 13.3 This Clause 13 will stay in place for a period of three years following the end of this Contract.
- 13.4 Neither of us will publicise this Contract or your participation and experiences in using the Trial Service or refer to each other in any marketing material, unless:
- 13.4.1 the one of us publicising it has been given permission in writing by the other party to do so; or
- 13.4.2 any Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the one of us disclosing it will give the other as much notice as reasonably possible before any disclosure.
- 13.4.3 BT may publish the results of the Trial Service.
- 13.4.4 BT may delete any Content at any time during and at the end of the Trial Period.

### 14 Data Protection

Both of us will comply with our data protection obligations as set out at <https://www.bt.com/products/static/terms/pdf/gdpr-clause.pdf> or any other link that BT notifies you of.

## Ending the Trial Service or the Contract

### 15 When BT may restrict or suspend the Trial Service

- 15.1 BT may restrict or suspend any Trial Service:
- 15.1.1 if BT needs to do Maintenance;
- 15.1.2 to implement a change under Paragraph 3 of the Trial Service Terms;



- 15.1.3 if you do not pay BT on time and in the way described in Clause 9.1; and
- 15.1.4 if BT reasonably believes:
- (a) you or your Users have not followed the Acceptable Use Policy; or
  - (b) BT needs to in order to protect the integrity or security of the BT Network.
- 15.2 If BT restricts or suspends the Trial Service because of the reasons in Clauses 15.1.3 or 15.1.4:
- 15.2.1 you will still have to pay the Charges that are payable for the Trial Service until the Trial Service ends; and
- 15.2.2 BT may charge a re-installation fee to start the Trial Service again.
- 15.3 If BT decides to restrict or suspend the Trial Service for any of the above reasons, BT will let you know beforehand as soon as it reasonably can.

### 16 Terminating the contract if there is an event beyond either of our control

- 16.1 If a Force Majeure Event means the Trial Service is completely unavailable for more than 30 consecutive days, either of us may terminate the Contract straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts referred to in Clause 18.
- 16.2 If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, the right set out in Clause 16.1 will end and the Notice will have no effect.

### 17 What happens when the contract is terminated

If the Contract is terminated or expires for any reason, it will not affect any rights that either of us have up to that point.

### 18 What we both need to pay when the Contract is terminated

- 18.1 If the Contract is terminated or expires for any reason, each of us will immediately pay the other any money and interest that is due on the date of termination.
- 18.2 If you terminate the Contract using your rights set out in Paragraph 9.1 of the Trial Service Terms, you will pay BT:
- 18.2.1 the Termination Charges; and
- 18.2.2 all Charges for the Trial Service that are or would have been performed during the Notice period set out Paragraph 9.1 of the Trial Service Terms whether or not such Notice period is actually given.
- 18.3 In addition to any payments set out in Paragraphs 18.1 and 18.2, if you terminate the Contract using your rights set out in Clause 16.1, you will still be liable to pay BT any amounts payable under the Contract.

## If Something Goes Wrong

### 19 How far each of us can be held responsible

- 19.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
- 19.2 Nothing in the Contract excludes or limits the liability of either of us for:

19.2.1 death or personal injury caused by either of us being negligent;

19.2.2 fraud or fraudulent misrepresentation; or

19.2.3 any other liability that cannot be excluded or limited under Applicable Law.

19.3 Other than for those matters set out in Clause 19.2, neither of us will be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:

19.3.1 any of the following losses, no matter if those losses are direct or indirect:

(a) loss of profit, revenue or anticipated savings;

(b) loss of business or contracts;

(c) loss of goodwill;

(d) loss from wasted expenditure, wasted time or business interruption;

(e) loss, destruction or corruption of data;

(f) liability to any third parties unless a Clause in the Contract says something different; and

(g) any special, indirect or consequential loss or damage.

19.3.2 Other than for those matters set out in Clause 19.2 and 19.6, the total liability of each of us, regardless of how that liability arose, and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:

(a) £25,000; OR

(b) an amount equal to:

(i) where an incident arises in the first 12 months of the Contract, the Charges for the Trial Service that were paid or payable by you in the first month of the Contract, multiplied by 12; or

(ii) at any other time, the mean monthly Charges for the Trial Service that were paid or payable by you, as calculated from the date of the Trial Service Terms up to the date when either of us became liable, multiplied by 12.

19.4 Your obligations to:

19.4.1 pay any Charges due under the Contract including interest payable under Clause 10.1.1.(b) and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to your failure to correctly withhold and pay taxes where applicable; or

19.4.2 pay any Termination Charges

are in addition to and will not be counted towards the limitations set out in Clause 19.3.

19.5 Regardless of what it may say elsewhere in the Contract, both of us will take reasonable steps to mitigate each of our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.

19.6 If either of us has agreed to indemnify the other under the terms of the Contract, that indemnity is only given as long as the party being indemnified:



- 19.6.1 tells the party giving the indemnity promptly about the Claim;
  - 19.6.2 gives the party giving the indemnity complete control of the Claim straightaway;
  - 19.6.3 does not say anything publicly about the Claim, or do anything that harms the defence of it; and
  - 19.6.4 does what it can to help the party giving the indemnity with the Claim.
- 19.7 BT recommends that you obtain business continuity (or other) insurance that is appropriate for the nature of your business, just in case something goes wrong.
- 19.8 Provided BT has complied with its obligation set out in Clause 3.3, BT will not be held responsible for any loss or damage caused by unauthorised access to any part of the BT Network.
- 19.9 If you or your Users do not comply with the Acceptable Use Policy, you will indemnify BT for any Claims, losses, costs or liabilities BT incurs as a result.

### 20 Force Majeure Events

- 20.1 If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:
- 20.1.1 take all reasonable steps to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
  - 20.1.2 inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event affecting the Service and the reasonable steps which are being taken to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;
  - 20.1.3 not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event;
  - 20.1.4 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event; and
  - 20.1.5 still be liable for any breaches of Contract prior to the Force Majeure Event where the other party has used their rights set out in Clause 16.
- 20.2 Nothing in this Clause 20 affects your obligation to pay BT any amounts payable under the Contract on time and in the way described in Clause 9.2.

### 21 Settling Disputes

- 21.1 We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this Contract, and to avoid having to get the courts or regulatory authorities involved.
- 21.2 Nothing in this Clause 21 stops either of us: seeking interlocutory or other immediate relief if one of us is at risk of imminent harm (unless something in the Contract already provides an adequate remedy), going to a court of competent jurisdiction if either of us considers it reasonable or doing anything else this Contract lets us do.

## Everything Else

### 22 Sending notices under the contract

- 22.1 If one of us needs to give the other Notice, they will do it in writing, in English and:
- 22.1.1 send it by email;
  - 22.1.2 deliver it by hand; or
  - 22.1.3 send it by first class post, recorded delivery or courier.
- 22.2 Notices need to be sent to:
- 22.2.1 the recipient's current registered address; or
  - 22.2.2 any other address or email address the recipient gives in a Notice to the sender.
- 22.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.
- 22.4 The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day) that:
- 22.4.1 the recipient acknowledges it by manual reply or an automatic read receipt, if it is an email;
  - 22.4.2 the Notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or
  - 22.4.3 is three days after posting, if it is sent by first-class post or recorded delivery.

### 23 Transferring to another party

- 23.1 Either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.
- 23.2 BT may subcontract any of its responsibilities under the Contract to another entity, including to a BT Affiliate, but if it does, it will still be responsible to you under the Contract.
- 23.3 If BT subcontracts the performance of any of its rights or obligations to a BT Affiliate as described in Clause 23.2, you will, once you receive Notice from BT, deal directly with the BT Affiliate for ordering, provisioning or maintaining the Trial Services.
- 23.4 By giving you Notice, BT can novate the Contract or a Trial Service to a BT Affiliate. If BT does, all BT's rights, responsibilities and liabilities will transfer to the BT Affiliate and you will need to deal with the BT Affiliate instead of BT as BT will no longer be a party to the Contract in relation to the Trial Service.
- 23.5 We both agree that either of us, or an Affiliate of either of us, may enter into a separate contract with an Affiliate of the other, which will incorporate these Standard Trial General Terms and the Trial Service Terms ("**Affiliate Contract**").
- 23.6 Either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

### 24 Third Parties' Rights

A person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, even if a term seems to give the party a particular benefit.

### 25 No Partnership or Agency Arrangement



Unless a Clause in the Contract says something different, the Contract does not:

- 25.1 set up any partnership, exclusive arrangement or joint venture between us;
- 25.2 make one of us the agent of the other; or
- 25.3 authorise either of us to enter any commitments for, or on the behalf of, the other.

### 26 No Waiver

If either of us does not do, or delays doing, something that this Contract allows, they will not have waived their right to do it, unless the Contract says something different.

### 27 What happens if part of the contract is illegal, invalid or unenforceable

- 27.1 If any court of competent jurisdiction finds that any part of the Contract is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Contract will be affected.
- 27.2 If any illegal, invalid or unenforceable part of the Contract would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Contract so it reflects what we both originally intended as much as possible.

### 28 Making changes to the contract

- 28.1 Unless the Trial Service Terms says something different, Changes to the Contract will only be effective if they are in writing and are signed by both of us.
- 28.2 Neither of us needs the consent of any Affiliate to vary or terminate the Contract. Any termination of the Contract will not terminate any individual Affiliate Contracts.

### 29 After the contract ends

At the end of the Contract, provisions in the Contract that we both expect to remain in place after it ends will stay in place.

### 30 The contract stands on its own

- 30.1 The Contract sets out the whole agreement between both of us and replaces any previous communication between us.
- 30.2 Your own standard terms are not part of the Contract even if you provided them to BT before signing the Contract, or if you send them to BT or refer to them in an Order.
- 30.3 By agreeing the Contract, each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each of us also waives all rights and legal remedies they might have had if it were not for this Clause 30.

### 31 Choice of Law and Courts

- 31.1 The laws of England and Wales will apply to the Contract and any disputes or claims in connection with it or our relationship, including non-contractual ones.
- 31.2 Only the courts of England and Wales will be able to rule on any disputes or claims in connection with the Contract or our relationship, including non-contractual ones.
- 31.3 The parties to an Affiliate Contract may agree that a local court of competent jurisdiction will have jurisdiction in relation to that Affiliate Contract.

### 32 Counterparts

The Contract can be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the Contract for all purposes.