

ONVU Learning Limited Terms and Conditions of Supply

1. **DEFINED TERMS.** The following terms shall have the following meanings: **"T&Cs"** means the terms and conditions set out in this document. **"Contract"** means the contract between the **ONVU Learning** entity which executes the Order Acknowledgement in respect of the Customer and the **"Customer"** means the entity whose name and address appears on an Order Acknowledgement. **"Delivery Address"** means the Customer's address which appears in the Purchase Order. **"Order Acknowledgement"** means a Written acceptance by ONVU Learning of a Purchase Order issued to ONVU Learning Limited. **"Writing"** or **"Written"** means a communication in the form of a letter, facsimile or email. **"Purchase Order"** means a Written offer from a Customer to purchase Products from ONVU Learning (which shall be deemed to be an offer made to and capable of acceptance by each ONVU Learning entity). **"Documentation"** means any applicable material delivered by ONVU Learning to a Customer concerning a Product, and any installed updates, whether in machine-readable, print, or any other form. **"Products"** means ONVU Learning's products listed on its price list from time to time. Any reference to Products shall, except where the context may require otherwise, mean and include any portion of such Products. **"Intellectual Property Rights"** means all intellectual property rights, including, without limitation, patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registerable and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world, and whether subsisting now or in the future.

2. **SCOPE.** These T&Cs shall apply to all Contracts entered between ONVU Learning and the Customer in respect of the purchase of Products.

2.1 Where the Customer delivers to ONVU Learning a Purchase Order, this shall be deemed to be an offer made by the Customer to purchase Products as set out in it (as varied thereafter by Contract between the Customer and ONVU Learning) and on these T&Cs, which offer shall be deemed accepted and a Contract formed between the Customer and ONVU Learning on the issue by ONVU Learning of an Order Acknowledgement. B

2.2 Any typographical, clerical or other error or omission in any sales literature, Order Acknowledgements, price lists, invoices or other documents or information originating from or issued by ONVU Learning shall be subject to correction without any liability on the part of ONVU Learning.

2.3 No contingency terms and/or conditions contained on any Purchase Order shall be binding upon ONVU Learning. These T&Cs shall apply, to the exclusion of all terms and conditions contained in any Purchase Order and regardless of any additional or conflicting terms on any Purchase Order or other correspondence or documentation submitted by Customer to ONVU Learning, and all such terms, conditions, additional and/or conflicting terms are deemed rejected by ONVU Learning. The T&Cs prevail over any Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its Purchase Order or such terms. Fulfillment of Customer's order does not constitute acceptance of any Customer's terms and conditions and does not serve to modify or amend these T&Cs.

2.4 Any quotation for Products issued by ONVU Learning shall not constitute an offer which is capable of acceptance.

3. **PRODUCT CHANGES.** ONVU Learning reserves the right, prior to actual delivery, to make any changes, without notice, to the Products where those changes are required to conform with any applicable safety or other legal requirement or which do not materially affect the Products' quality, performance or functionality.

4. PRODUCT ORDERS.

4.1 Customer shall offer to purchase Products by issuing a Purchase Order, signed, if requested by ONVU Learning, or (in the case of electronic transmission) sent by its authorized representative, indicating specific Products, ONVU Learning Product numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to address, Delivery Addresses, tax exempt certifications, if applicable, contract reference, and identity of the Customer (or, if applicable, end user or authorized Customer recipient) for each Product.

4.2 ONVU Learning may accept or reject Purchase Orders in its absolute discretion. If ONVU Learning decides to accept a Purchase Order it shall use commercially reasonable efforts to provide Order Acknowledgement information within a reasonable time. ONVU Learning may accept a Purchase Order even if some of the information required by Section 4.1 above is missing or incomplete.

4.3 Customer may not cancel or modify any Purchase Order or Contract, in whole or in part, after ONVU Learning issues the Order Acknowledgement without ONVU Learning's express Written approval. Approval of any such cancellation or modification requests shall be at ONVU Learning's sole discretion.

5. PRODUCT PRICE & PAYMENT.

5.1 The price of the Products shall be as specified in the Order Acknowledgement. Prices are stated exclusive of VAT.

5.2 Except for taxes based on ONVU Learning's net income, Customer shall pay (in addition to the price of the Products) any applicable sales, use, property, value-added or similar taxes, duties or assessments, or amounts levied in lieu of such taxes, now or later imposed and all payments due in respect of the Products shall be made without set-off or deduction of taxes, charges or other duties that may be imposed.

5.3 Upon and subject to credit approval by ONVU Learning, payment terms shall be thirty (30) days from shipping date (Ex Work (INCOTERMS 2010)). All payments shall be made in the currency quoted in the Order Acknowledgement applicable to the Contract.

5.4 If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to ONVU Learning, it shall be entitled in its discretion and on notice to the Customer to:

5.4.1 withhold or delay shipment, including partial shipments of Products, cancel

any or all remaining deliveries of Products and/or any or all other contracts to which ONVU Learning and the Customer may be party to; and/or

5.4.2 require pre-payment prior to any deliveries of Products; and/or

5.4.3 charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of (i) 3 per cent per annum (compounded quarterly) above the Bank of England base rate on the date of default (if the date of default was not on a business day, then the first business day immediately prior to the date of default, and if the Bank of England stops publishing the Base Rate, ONVU Learning will select a similar reference rate) or (ii) the maximum rate permitted by law, whichever is less, from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.5 Notwithstanding any provision to the contrary (including in respect of any agreed shipping terms), title (legal and beneficial) to the Products shall not pass to the Customer until ONVU Learning has received payment in full (in cash or cleared funds) for (i) the Products; and (ii) all other sums which are payable to ONVU Learning for sales of Products or any other products to the Customer (whether payable before or after the invoice date of the Products concerned).

5.6 Until title to Products has passed to the Customer, the Customer shall: (i) hold the Products on a fiduciary basis as ONVU Learning's bailee; (ii) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as ONVU Learning's property; (iii) not remove, interfere with or obscure any identifying mark or packaging on or relating to the Products; (iv) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (v) notify ONVU Learning immediately if (a) it suspends, or threatens to suspend, payments of debts or is unable to or admits inability to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986, (b) an administrator, liquidator, administrative receiver, receiver or other like officer is appointed in respect of the Customer and/or all or any of its business and/or assets, or (c) anything similar or equivalent to the foregoing occurs in any jurisdiction; and (vi) give ONVU Learning such information relating to the Products as ONVU Learning may require from time to time.

5.7 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 5.6 (v), or ONVU Learning reasonably believes that any such events is about to happen and notifies the Customer accordingly and/or if the Customer has failed to pay the price for the Products delivered on or before the due date for payment, then, provided that the Products have not been resold and delivered to a third party purchaser or irrevocably incorporated into another product, and without limiting any other right or remedy ONVU Learning may have, ONVU Learning may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to remove them (and the Customer grants ONVU Learning an irrevocable license to enter its premises for such purpose).

6. DELIVERY.

6.1 Unless agreed to the contrary and specified in the Order Acknowledgement, delivery of all Products under these T&Cs shall be Ex Works (Incoterms 2010). Customer shall be responsible for all freight, handling and insurance charges subsequent to delivery. Risk of loss shall pass from ONVU Learning to Customer and delivery shall be deemed to occur upon transfer of possession to the first common carrier or Customer's representative at the delivery point per the applicable shipping term.

6.2 ONVU Learning will use its reasonable endeavours (although time is not of the essence) to deliver Products to the Customer on the date or dates which appear in the Order Acknowledgement or, within a reasonable time thereafter. ONVU Learning shall not be liable for any delay in delivery, howsoever caused and delivery may be effected early. Where no delivery date is specified in the Order Acknowledgement, ONVU Learning will use its reasonable endeavours to deliver the Products within a reasonable period of time. Indicative, but not binding, indications of likely delivery dates in those circumstances may be given to the Customer from time to time.

6.3 ONVU Learning shall be entitled to deliver the Products in installments. Each delivery shall constitute a separate contract and failure by ONVU Learning to deliver any one or more of the installments in accordance with these T&Cs or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.4 Canceled orders, rescheduled deliveries, any return of unopened stock, or any other type of amendments, however specified, will be subject to: (i) ONVU Learning acceptance and approval in Writing at its sole discretion; and (ii) a charge to the Customer of a restocking/ administration fee of twenty-five percent (25%) of the total order value. If any of the above was not approved by ONVU Learning in Writing or if any other attempt was made by Customer to return Products or not to fulfill its obligations under the Order Acknowledgment and/or Contract pertaining to a Purchase Order then, in addition to any other remedies available to ONVU Learning, Customer will pay the entire amount reflected in the Order Acknowledgement and/or Contract.

6.5 ONVU LEARNING SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR PENALTY FOR DELAY IN DELIVERY OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY. EXCEPT IN ACCORDANCE WITH THE APPLICABLE SHIPPING TERMS SET FORTH IN THESE T&CS, ONVU LEARNING SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH SHIPMENT, NOR SHALL THE CARRIER BE DEEMED TO BE AN AGENT OF ONVU LEARNING.

6.6 If for any reason Customer fails to accept delivery of any Products on the date fixed for delivery, or if ONVU Learning is unable to deliver the Products on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Customer, (ii) the Products shall be deemed to have been delivered; and (iii) ONVU Learning, at its option (and at the Customer's cost (including, without limitation, storage and insurance)), may store the Products until Customer picks them up.

7. BRANDING

7.1 ONVU Learning reserves the right to approve all uses by Customer of the ONVU Learning name, logo, trademarks, and Product names, styles or other marks of ONVU Learning (collectively, the "Branding").

7.2 If such consent is granted, Customer's use of such Branding shall be in accordance with ONVU Learning's then-current policies or other instructions as provided to Customer. Notwithstanding the foregoing, (a) Customer shall cease all use of the Branding immediately upon Written request of ONVU Learning, and (b) Customer shall not have any rights under section 30 of the Trade Marks Act 1994.

7.3 The Customer shall not undertake or authorize any development work in relation to any of the Products.

7.4 Customer shall promptly inform ONVU Learning of any actual or potential infringement of any of ONVU Learning's Intellectual Property Rights it becomes aware of and shall provide the assistance and information reasonably required by the ONVU Learning in connection with the defense or protection of such rights.

7.5 Customer shall not (i) make any modifications or changes to the Products or their labeling or packaging as supplied, or any of the Branding, (ii) register or use any trademark, service mark or business name that is confusingly similar to any ONVU Learning trademark, service mark, business name, or Branding, or (iii) obtain or attempt registration of any registered design or patent related to the Product.

7.6 Any press release or publication regarding these T&Cs or ONVU Learning or the Products is subject to prior review and Written approval of ONVU Learning.

7.7 The Customer hereby acknowledges that it has no claim whatsoever on any of the Intellectual Property Rights embodied in the Products or Documentation. All Intellectual Property Rights in or arising out of the Products and Documentation shall remain at all times in the exclusive ownership of ONVU Learning. If at any time Intellectual Property Rights related to the Product or Documentation become owned by the Customer, the Customer shall take all steps required by ONVU Learning to ensure they are vested in ONVU Learning and hereby assigns all such rights in the Intellectual Property Rights pertaining to the Products and Documentation to ONVU Learning for no additional consideration and notwithstanding the foregoing agrees that it shall hold all the foregoing on trust for ONVU Learning absolutely and shall (for no additional consideration) execute all such documents and deeds at ONVU Learning's request that are necessary or convenient in order to fully and effectively vest the same in ONVU Learning.

8. WARRANTIES & LIABILITIES.

8.1 Hardware Warranties. The Products are covered by a 3 year warranty from the date of shipment (Ex Works (INCOTERMS 2010)), in accordance with these T&Cs, the extent of which shall be limited to the Products (i) conforming in all material respects with their description and specification, (ii) being of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and (iii) being free from material defects in work and materials (but excluding any and all defects arising from any drawing, design, specification or requirement of the Customer or which arise from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Product environment or operating instructions, voltage fluctuations, lightning, water damage, faulty installation or adjustments, improper maintenance, misuse or alteration or repair of the Products other than by ONVU Learning or an approved engineer or as a result of connection to or a location near any third party equipment).

8.2 Software Warranties. For a period of one hundred and eighty (180) days from the date of delivery of Products, ONVU Learning warrants that any and all software provided on a hard disc media is free of material defects in materials and workmanship under normal use and that the software will function materially in accordance with all published specifications of ONVU Learning relating thereto.

8.3 The Customer shall notify ONVU Learning in Writing within five (5) days of the time Customer discovers or ought to have discovered the defect or non-conformity of the Products covered by the warranties at Clauses 8.1 and/or 8.2 above and in any event prior to the expiry of the warranty periods in each case. ONVU Learning shall have no liability in respect of the Products under the above warranties (or any other warranty, condition or guarantee) unless (i) Written notification is received within the time provided above reasonably describing in detail the defect or non-conformity alleged (insofar as known to the Customer), (ii) Customer provides ONVU Learning a reasonable opportunity after receiving the notice to examine such Products and Customer (if requested to do so by ONVU Learning) returns such Products to ONVU Learning's place of business at ONVU Learning's cost for the examination to take place there; and (iii) ONVU Learning reasonably verifies Customer's claim that the Products are defective. ONVU Learning shall have no liability in respect of the Products under the above warranties (or any other, warranty, condition or guarantee) if (a) Customer makes any further use of the Products after given such Written notice; (b) the defects arise because Customer failed to follow ONVU Learning's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (c) Customer alters or repairs such Products without the prior Written consent of ONVU Learning.

8.4 The above warranties in Clauses 8.1 and 8.2 do not extend to parts, materials, equipment or software not manufactured (or, in the case of software, not developed or owned) by ONVU Learning in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to ONVU Learning.

8.5 EXCEPT AS EXPRESSLY PROVIDED IN THESE T&CS, ONVU LEARNING HEREBY DISCLAIMS AND CUSTOMER WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS (TO THE EXTENT PERMITTED BY LAW) LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD.

Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty in Sections 8.1 and 8.2. for the avoidance of doubt, ONVU LEARNING MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR SUITABILITY; (B) WARRANTY OF Document Title: ONVU Learning UK Terms & Conditions of Supply

FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

8.6 Unless ONVU Learning receives notice of rejection of any Products delivered to the Customer within five (5) business days of the date of delivery, the Products shall be deemed to have been accepted by the Customer.

8.7 ONVU Learning's liability to the Customer in respect of the Products supplied on these T&Cs

both generally and specifically under Clauses 8.1 and 8.2 including as regards any defect in their quality, performance, condition or functionality or failure to meet any agreed specification comprising part of the Contract for which ONVU Learning will be liable under these T&Cs shall be limited to the replacement or repair of the Products or repayment of the price paid by the Customer for such Products (in the absolute discretion of ONVU Learning) but without further liability to the Customer in respect thereof.

9. **LIMITATION OF LIABILITY. IN NO EVENT SHALL ONVU LEARNING OR ITS SUPPLIERS BE LIABLE FOR INDIRECT LOSS INCLUDING WITHOUT LIMITATION THE FOLLOWING TYPES OF LOSS IN SO FAR AS INDIRECT: ANY INCIDENTAL, SPECIAL, OR LOST PROFITS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF THE SAME ARE REASONABLY FORESEEABLE OR ONVU LEARNING OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING ELSE IN THESE T&CS TO THE CONTRARY, ALL LIABILITY OF ONVU LEARNING, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS COLLECTIVELY FOR CLAIMS FOR DIRECT LOSS UNDER THESE T&CS OR OTHERWISE HOWSOEVER ARISING (INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE SHALL BE LIMITED TO THE MONEY PAID TO ONVU LEARNING FOR PRODUCTS UNDER THE PURCHASE ORDER RELATING TO THE EVENT OR CIRCUMSTANCES FIRST GIVING RISE TO SUCH LIABILITY. THIS LIMIT OF LIABILITY FOR PRODUCTS IS CUMULATIVE AND NOT PER-INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).**

9.1 ONVU Learning shall not be liable to the Customer if performance of its obligations under the Contract is prevented or hindered due to any circumstances outside its control.

The Customer acknowledges that, in entering into the Contract for the purchase of Products it has not relied on any representation or warranty from or on behalf of ONVU Learning and that no such warranties or representations are to be implied as contractual terms herein or form (in whole or in part) terms of any collateral or related contracts between ONVU Learning and the Customer. The Customer recognizes that any and all facts and matters upon which it relies have been included in the Contract.

9.3 Nothing in these T&Cs shall limit or exclude ONVU Learning's liability for (i) death or personal injury caused by ONVU Learning's negligence or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (iv) defective products under the Consumer Protection Act 1987; or (v) any matter to the extent it would be unlawful for ONVU Learning to exclude or restrict liability.

10. **TERMINATION OF WARRANTY.** If the Customer fails to comply with all these T&Cs including, but not limited to, as to the time of performance in relation to such matters as payment under Clause 5 above, or the conditions of Section 8.3, then, without prejudice to all other rights of ONVU Learning, the warranties contained in Clauses 8.1 and 8.2 shall from the date of such non-performance terminate.

11. LAWS & REGULATIONS.

11.1 In its performance hereunder, Customer will comply with all laws, all licenses, permits and approvals required by any government or authority, including any recycling or take-back programs applicable to packaging, authorized resale or use of Products, all export and import laws of all countries involved in the sale of the Products and shall comply with all applicable laws, rules, policies and procedures including without limitation the U.S. Foreign Corrupt Practices Act, European Union ("EU") Directive 2002/96/EC, and requirements applicable to the use of Products under telecommunications and other laws and regulations (collectively "Applicable Laws"). EU Customers shall exclusively finance the collection and delivery of waste electrical and electronic equipment (WEEE) to the recycler's address specified by ONVU Learning, as required by EU Directive 2002/96/EC and applicable national law. Customer will indemnify and hold harmless ONVU Learning for any violation by Customer of any Applicable Laws.

11.2 The Products and technology or direct products thereof (hereafter referred to as "Products and Technology"), supplied by ONVU Learning hereunder may be subject to export controls under the laws and regulations of an applicable government or authority. Customer shall comply with such laws and regulations governing export, re-export, transfer and use of ONVU Learning Products and Technology and will obtain all required authorizations, permits, or licenses. ONVU Learning and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Customer's obligations under this clause shall survive the expiration or termination of any Contract.

12. GENERAL.

12.1 No waiver by ONVU Learning of any breach of these T&Cs or any Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision and any such waiver of ONVU Learning must be in express Writing signed by an authorized representative of ONVU Learning. The failure of ONVU Learning to enforce any provision of these T&Cs shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

12.2 If any provision of these T&Cs or any Contract is held by any competent authority Document Number: OG-004451-LC Version: 2

to be invalid or unenforceable in whole or in part the validity of the other provisions of these T&Cs or any Contract and the remainder of the provision in question shall not be affected.

12.3 These T&Cs and/or any Contract (as the case may be) contain all the terms agreed by the parties relating to the subject matter of the T&Cs and/or any Contract (as the case may be) and supersedes any prior agreements, understandings or arrangements between them, whether oral or in Writing.

12.4 Any notice required to be given under or in respect of these T&Cs or any Contract shall be served personally, sent by fax, electronic mail, or by first class recorded delivery post and any such notice so given shall be deemed to have been duly served if personally delivered, on the day of delivery, if faxed or emailed, immediately after the recorded transmission time or, if posted, two days after the day after posting.

12.5 ONVU Learning reserves the right to modify the T&Cs at any time. ONVU Learning shall notify Customer of any such modifications, and such modifications shall only apply to Purchase Orders received after the date of notification.

12.6 The validity, interpretation, and enforcement of these T&Cs or any Contract shall be governed by and construed solely and exclusively in accordance with the laws of England and Wales. The parties irrevocably agree, for the sole benefit of ONVU Learning that, subject as provided below, the Courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of ONVU Learning to take proceedings against the Customer in any other Court of competent jurisdiction, nor shall the taking of proceedings by ONVU Learning in any one or more jurisdictions preclude the taking of proceedings by ONVU Learning in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods, and the UNIDROIT Principles of International Commercial Contracts.

12.7 Customer may not assign or delegate its rights or obligations under these T&Cs without the prior Written consent of ONVU Learning at its sole discretion. ONVU Learning may assign its rights and obligations under these T&Cs in whole or in part.

12.8 Subject to the following sentence, a person who is not a party to these T&Cs or any Contract has no right under the Contracts to enforce any term of these T&Cs or any Contract. The affiliates, officers, directors, employees, agents and suppliers of ONVU Learning shall each be entitled to enforce the benefit of clause 9 under the terms of the Contracts (Rights of Third Parties Act 1999).

12.9 Customer shall hold confidential and shall not use or permit others to use, or disclose to any third party, any confidential information identified as such in Writing or orally by ONVU Learning or information which Customer knows or has reason to know is confidential, proprietary or trade secret information of ONVU Learning. Pricing offered to Customer by Supplier is confidential information. Upon ONVU Learning's request, Customer will promptly return any confidential information provided by ONVU Learning to Customer (including any copies).

12.10 Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquakes, labor disputes, shortages of supplies, actions of governmental entities, riots, war, acts of terrorism, fire, epidemics, delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.

12.11 The relationship between the parties is that of independent contractors. Nothing contained in these T&Cs shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. These T&Cs are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these T&Cs.