

"Intellectual Property Rights" all copyrights, patents, registered and unregistered design rights, database rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

2. Price and Payment

2.6 For the purposes of this Agreement, time of payment shall be of the essence.

2.7 The Company shall be entitled to suspend the Assignment or any part thereof until arrangements as to credit or payment to the satisfaction of the Company have been made and treat the Agreement as having been repudiated by the Client if any of the following scenarios arise:

- a. payment of any element of the Assignment Price is not received by the due date;
- i. the Client breaches a term of an agreement between the parties and such breach is irremediable, or, if remediable, is not remedied to the Company's satisfaction within 7 days of notice to remedy such breach.

2.8 Any temporary reduction of or interruption to the Company's ability to carry out the Assignment or part thereof shall not entitle the Client to suspend even temporarily any payment already due or for services already rendered.

3. Hardware and Third Party Software

4. Intellectual Property and Indemnities

5. Change Control

6. Limitation of Liability

7. Acceptance of Customised Software and Licence

8. Warranty

9. Time

10. Personnel

11. General