

Pre-Optima - Product Terms and Conditions

1 Introduction

1.1 **Scope.** This Agreement applies to the Services we provide to you (as set out in your Order Form or otherwise).

1.2 **Definitions.** Certain terms used in this Agreement are defined as carrying a specific meaning. These terms are set out in section 28.

1.3 **Product specific terms.** product specific terms are additional terms attached to some of our Services ("**Product Specific Terms**"). If there are any Product Specific Terms, they will be set out, or referred to, in your Order Form.

1.4 **Business use.** This Agreement and the Services are intended for business use. You confirm that you are entering into the Agreement and have authority to do so on behalf of your business. You also confirm that you intend to use the Services in a business capacity and not as a consumer.

1.5 **Acceptance.** You agree that you accept the Agreement and that you are legally capable of entering into the Agreement by entering into an Order Form (including by signing it either digitally or in wet ink) or clicking "I accept" (or similar wording)) or otherwise starting use of the Services.

2 The Agreement

2.1 **Documents.** The term "Agreement", is defined as these SaaS Terms and Conditions along with the documents below:

- (a) the Order Form;
- (b) the Product Specific Terms (if applicable);
- (c) the Data Protection Agreement ("**DPA**"); and
- (d) any documents referred to in the documents listed in this section 2.1.

2.2 **Location of documents.** All the documents listed in section 2.1 above, apart from the Order Form, can be found at: www.preoptima.com/legals

2.3 **Conflict.** In the event that there is a conflict between any of the documents referred to in section 2.1, the SaaS Terms and Conditions will take precedence and prevail followed by the documents listed in section 2.1 in descending order (from highest priority to lowest).

3 Subscription Period

3.1 **Initial and renewal period.** You will be provided with access to the Services from the date set out in your Order Form. Access to those Services will be provided for an "**Initial Period**", that being the period identified as such on your Order Form. After the Initial Period, the term shall automatically renew for further periods of one month, unless otherwise set out in the Order Form (each a "**Renewal Period**") unless you cancel your subscription in writing prior to the expiry of the

Initial Term or then applicable Renewal Period. In each case the period may be a set period of time, the duration of a particular project or a mixture of the two.

3.2 **Subscription period.** The Initial Period and any then applicable Renewed Period are referred to as the "**Subscription Period**" for the Services. Unless terminated earlier in accordance with clause 13 or otherwise by operation of law, the term of this Agreement will be the Subscription Period.

4 Accessing Services

4.1 **Grant of rights.** For the duration of the Subscription Period, a non-exclusive right to access and use the Services set out in the Order Form will be granted solely for your internal business purposes. The right to use the Services is limited to the number of User Subscriptions set out in your Order Form. Additional User Subscriptions may be purchased, and these will be made available for the remainder of the Subscription Period.

4.2 **Limitations on use of User Subscription.** Only one Authorised User can use each User Subscription. User Subscriptions must not be shared amongst any Authorised Users. By way of limited exception, the associated User Subscription may be re-allocated to a new Authorised User if an Authorised User no longer requires access to the Services during the Subscription Term.

4.3 **Unauthorised access.** You must use all reasonable endeavours to prevent any unauthorised, third-party access to, or use of, the Services. You must promptly inform us as soon as you become aware of any unauthorised access to, or use of, the Services.

4.4 **Passwords.** You must ensure that any passwords or user IDs will be kept confidential and will not be shared between Authorised Users. We are not liable for any damage or loss caused as a result of passwords or user IDs that you have failed to keep confidential (including by the sharing of passwords or user IDs between Authorised Users or by Authorised Users with any third party).

4.5 **Prohibited Uses:** The Services can only be used for lawful purposes and not in any way that breaches any applicable law or regulation. Additionally, you may not use the Services: (a) to create liability for or cause damage to us in any way. You will not duplicate, reproduce, resell, licence or copy the Services (or any part of it), or otherwise provide access to the Services to any third party, other than expressly permitted by this Agreement; (b) attempt to, reverse compile, de-compile, reverse engineer or disassemble or otherwise reduce to human-readable form all or any part of the software used to deliver the Services; (c) to attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Agreement; or (d) to build a competing product. We reserve the right to suspend your or any Authorised User's access to the Services for any breach of this clause without liability or prejudice to our other rights to you.

4.6 **Uploading material.** You must not upload or transmit anything which infringes any intellectual property rights, breaches any obligation owed to a third party or that defames, harasses,

offends or breaches any laws. We are not responsible for the content or accuracy of any materials posted by you or any other user of the Services and we maintain the right to remove any material or posting made on our Services.

(b) are not responsible for any delivery failures, delays, or any other damage or loss resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and Documentation may be subject to delays, limitations, and other problems inherent in the use of such communications facilities.

4.7 **Responsibility.** You hold and retain responsibility for your Authorised Users' use of the Service and their compliance with the Agreement

5 Data

5.1 **Customer Data Responsibilities.** The Services are not intended to be used to host any Customer Data on your behalf so if any Customer Data is used in conjunction with the Services, you must ensure that:

- (a) you have all necessary rights to use the Customer Data in that manner and for us to use it to deliver the Services; and
- (b) you have an appropriate back-up of such Customer Data, as we are not responsible for any loss, damage, alteration or disclosure of Customer Data.

Further, you note that you will receive a final PDF report for the chosen building for your records, provided you complete the applicable project using the functionality provided via the Services during the Subscription Period. You will not get access to any historical information inputted into the services prior to the final report.

5.2 **DPA.** Both parties agree to comply with the terms of the DPA.

6 Availability and Support

6.1 **Availability.** We will use reasonable endeavours to make the Services available during Business Hours, provided that such availability excludes any planned, unplanned or emergency maintenance of the Services. This obligation to make the Services available is subject to you maintaining a sufficiently stable and fast internet connection and to your use of a browser environment that is in compliance with any technical guidelines provided from time to time.

6.2 **[Support.** As part of the Services, we will provide you with our standard customer support services during Business Hours at no additional cost. Any additional support beyond this will need to be specifically agreed in an Order Form.]

7 Our obligations

7.1 **Documentation.** We undertake that the Services will be performed substantially in accordance with the Documentation.

7.2 **Limitations on undertaking.** The undertaking at section 7.1 will not apply to the extent any non-conformance is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than us or our authorised contractors or agents. If the Services are not in conformance with the undertaking at section 7.1, we will use commercially reasonable endeavours to promptly correct any such non-conformance promptly at our expense. This constitutes your sole and exclusive remedy for any breach of the undertaking set out in section 7.1.

7.3 **Limitations on our responsibility.** Notwithstanding sections 7.1 and 7.2, we:

- (a) do not warrant that your use of the Services will be error free or uninterrupted; or that the Services, Documentation, or the information you obtained through the Services will meet your requirements; and

7.4 **Other third-party agreements.** The Agreement shall not prevent us from entering into similar agreements with third parties, or from independently using, developing, licensing or selling documentation, products and/or services which are similar to those provided under this Agreement.

8 Your obligations

8.1 **Cooperation.** To ensure we can deliver the Services, you agree to cooperate with us in all matters relating to the Services including by providing any information we request for in a timely manner.

8.2 **Compliance with laws and responsibility for permits, licences, etc.** You agree to:

- (a) comply with all applicable laws in connection with your obligations under Agreement, including the receipt or the use of the Services; and
- (b) obtain and maintain all necessary licences, permissions necessary for us, our contractors and agents to perform our obligations under the Agreement (including provision of the Services);

8.3 **Your delay or failure to perform.** If you delay or fail to perform your obligations under this Agreement, this may impact our ability to provide Services to you and there may be a need to adjust any agreed timetable or delivery timescales, as reasonably necessary.

8.4 **Viruses.** You must not access, store, transmit or distribute any viruses on to or through the Services or systems used to provide the Services to you (or anything that is designed to adversely affect the hardware, software or systems used to deliver the Services). You must use all reasonable endeavours to protect against this being done (without deliberate intent), including by using up to date virus protection software.

9 Fees and Payment

9.1 **Fees.** You will pay the fees set out in the Order Form for your User Subscriptions and any other fees identified in the Order Form (the "**Fees**"), in accordance with this section 9.

9.2 **Invoicing.** You will be invoiced in advance for the Fees for the applicable Subscription Period, unless another frequency is set out in the Order Form. All amounts invoiced are due and payable within 30 days from the date of the invoice ("**Due Date**"), unless otherwise specified in the Order Form.

9.3 **Details.** You must ensure that We have accurate and complete contact, billing and payment information at all times. If You have provided us with credit or debit card details, You authorise Us to charge Your credit card or bank account for all fees payable during the Term (including for any Renewal Term, as applicable). You further authorise Us to use a third party to process payments and consent to the disclosure of Your payment information to such third party.

9.4 **Commercial.** All amounts and fees stated or referred to in the Order Form and the Agreement (unless expressly stated otherwise in the Order Form):

- (a) are payable in pounds sterling;

<p>(b) are non-refundable and non-cancellable; and</p> <p>(c) are exclusive of value added tax, which must be added to our invoice(s) at the appropriate rate.</p>	<p>10.7</p>	<p>Survival. This section 10 shall survive termination of the Agreement.</p>
<p>9.5 Late payment. Without prejudice to section 13.1 and any of our other rights and remedies, we may, without liability to you, suspend or remove your access to the Services in whole or in part if we have not received payment in full within 30 days of the Due Date.</p>	<p>11</p>	<p>Proprietary rights</p>
<p>9.6 Interest. Interest shall accrue on a daily basis on any amounts that have not been paid in full by the relevant Due Date at an annual rate equal to two (2) per cent over the then current base lending rate of Silicon Valley Bank in the UK from time to time, commencing on the Due Date and continuing until fully paid, whether before or after judgment.</p>	<p>11.1</p>	<p>Intellectual property rights. You acknowledge and agree that we and our licensors (as applicable) own all intellectual property rights in the Services and the Documentation and any data used in connection with the Services, save for Customer Data. We or our licensors do not grant you any rights to, under or in, any trademarks (whether registered or unregistered), patents, database right, trade secrets, trade names, copyright, or any other rights or licences in respect of the Services or the Documentation except as expressly stated in this Agreement.</p>
<p>10 Confidentiality</p>	<p>11.2</p>	<p>No transfer of intellectual property rights. Nothing in this Agreement shall operate to transfer any intellectual property rights from one party to the other. This means you retain all ownership in any intellectual property rights in any Customer Data.</p>
<p>10.1 Confidential Information. Each party may be given access to Confidential Information from the other party to perform their obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:</p>	<p>11.3</p>	<p>Third party data sources. You acknowledge that:</p>
<p>(a) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or</p>	<p>(a)</p>	<p>we (including our subcontractors) use data from third party data sources, including publicly available resources;</p>
<p>(b) was in the other party's lawful possession before the disclosure;</p>	<p>(b)</p>	<p>third party data sources may impose limitations on their liability in respect of the accuracy of the data they provide and accept no liability in respect of your use of the data;</p>
<p>(c) is independently developed by the receiving party, which independent development can be shown by written evidence.</p>	<p>(c)</p>	<p>we accept no liability in respect of any illegal or inappropriate content in the data from third party data sources;</p>
<p>(d) is or becomes publicly known other than through any act or omission of the receiving party;</p>	<p>(d)</p>	<p>we may amend or remove portions of our Services as we deem necessary in the event that any third party data sources change or are otherwise no longer available; and</p>
<p>10.2 Disclosure of Confidential Information. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that it gives the other party as much notice of such disclosure as possible to the extent it is legally permitted to do so. Where notice of disclosure is not prohibited and is given in accordance with this section 10.2, it takes into account the reasonable requests of the other party in relation to the content of such disclosure. A party may also share Confidential Information with its affiliates, professional advisors, investors or potential investors.</p>	<p>(e)</p>	<p>we cannot verify the accuracy of such data and accept no liability in respect of any such data accessed via the Services.</p>
<p>10.3 Obligation to keep confidential. Subject to section 10.2, each party shall hold the other's Confidential Information in confidence and shall not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the performance of the Agreement</p>	<p>11.4</p>	<p>Feedback. You grant to us a global, sublicensable perpetual, transferable, irrevocable, royalty-free licence to use and incorporate into our products and services any suggestion, enhancement or improvement request, correction, recommendation, or other feedback you have provided which relate to our products and services.</p>
<p>10.4 Our Confidential Information. You acknowledge that details of the Services, and the results of any performance tests of the Services, constitute our Confidential Information.</p>	<p>12 IPR indemnity</p>	<p>IPR indemnity. If any claims are made against you by a third party that the Services or Documentation infringe any of their intellectual property rights in the United Kingdom, we will indemnify you for any direct damages finally awarded by a court of competent jurisdiction (or agreed by us by way of settlement), provided that we are given prompt notice of the claim, we are given sole authority to defend or settle the claim, and you provide us with all reasonable cooperation in respect of it.</p>
<p>10.5 Publicity. We may publicise the fact that you are a client and use your logo in our materials subject to your prior consent (not to be unreasonably withheld or delayed by you). Neither of us will make any public announcement concerning this agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.</p>	<p>12.1</p>	<p>IPR indemnity. If any claims are made against you by a third party that the Services or Documentation infringe any of their intellectual property rights in the United Kingdom, we will indemnify you for any direct damages finally awarded by a court of competent jurisdiction (or agreed by us by way of settlement), provided that we are given prompt notice of the claim, we are given sole authority to defend or settle the claim, and you provide us with all reasonable cooperation in respect of it.</p>
<p>10.6 Responsibility for third parties. Neither party shall be responsible for any loss, alteration destruction, or disclosure of Confidential Information caused by any third party.</p>	<p>12.2</p>	<p>Exclusions from liability under IPR indemnity. In no event shall we, our employees, agents and subcontractors be liable to you to the extent that the alleged infringement is based on:</p>
	<p>(a)</p>	<p>your use of the Services or Documentation in a manner contrary to any instructions given;</p>
	<p>(b)</p>	<p>your use of the Services or Documentation after notice of the alleged or actual infringement from us or a third party or</p>

- (c) a modification of the Services or Documentation by anyone other than us.
- 12.3 **Defence and settlement.** In the defence or settlement of any claim, we may procure the right for you to continue using the Services, modify or replace the Services so they become non infringing or, if such remedies are not reasonably available, terminate this agreement on reasonable notice to you without any additional liability to you.
- 12.4 **Sole and exclusive remedy.** The foregoing states your sole and exclusive rights and remedies, and our entire obligations and liability, for the infringement of any intellectual property rights.
- 13 Termination**
- 13.1 **Termination rights.** Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any other term of the Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so;
 - (b) the other party fails to pay any amount due under this agreement on the due date for payment;
 - (c) the other party suspends, ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (d) the other party becomes insolvent, seeks to make an arrangement with its creditors, is wound up or any event occurs, or proceedings are taken, with respect to the other party in any jurisdiction that has an equivalent or similar effect;
- 13.2 **Consequences of termination.** On termination of this agreement for any reason:
- (a) all licences granted under this agreement shall terminate immediately and you will immediately cease all use of the Services and/or the Documentation;
 - (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and
 - (c) any rights, obligations, liabilities or remedies of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 14 Limitation of Liability**
- 14.1 **Restrictions on liability.** Except as expressly and specifically provided in the Agreement:
- (a) You assume sole responsibility for results obtained from the use of the Services and the Documentation, and for conclusions drawn from such use. We assume no liability for any damage caused by omissions or errors in any information, scripts or instructions provided to us by you in connection with the Services, or any actions we take at your direction;
 - (b) all conditions, representations, warranties and all other terms of any kind whatsoever implied by statute or common law are excluded from this agreement to the fullest extent permitted by applicable law; and
 - (c) the Services and the Documentation are provided to you on an "as is" basis.
- 14.2 **Our liability.** Subject to sections 14.1 and 14.3:
- (a) In connection with this Agreement, we will not be liable for: (a) for loss of business, any loss of profits, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, in each case whether direct or indirect; or (b) for any special, consequential, or indirect loss; and
 - (b) Subject to clause 28.1(b), our total aggregate liability in connection with this Agreement whether in contract, tort (including negligence or breach of statutory duty) or otherwise shall be limited to the total Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.
- 14.3 **Exclusions.** Nothing in this agreement limits or excludes our liability: (a) for death or personal injury caused by our negligence; (b) for fraud or fraudulent misrepresentation; (c) for any other liability that cannot be limited or excluded by law.
- 15 Variation**
- 15.1 **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16 Conflict**
- 16.1 **Conflict.** The provisions in the main body of this agreement shall prevail if there is an inconsistency between any of the provisions in the main body of this agreement and the schedules.
- 17 Force majeure**
- 17.1 **Force Majeure.** We are not liable to you under this agreement if we are prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you have been notified of such an event and its expected duration.
- 18 Rights and remedies**
- 18.1 **Rights and remedies.** The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law except as expressly provided in this agreement.
- 19 Waiver**
- 19.1 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right

or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

20 Assignment

20.1 **Your ability to assign.** You may not, without our prior written consent, assign, charge, transfer, sub-contract or deal in any other manner with all or any of the rights or obligations under this agreement.

20.2 **Our ability to assign.** We may at any time assign, charge, transfer, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21 No partnership or agency

21.1 **No partnership or agency.** Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other. Neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22 Severance

22.1 **Severance.** The other provisions shall remain in force if any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable.

22.2 **Invalidity.** If any invalid, unenforceable or illegal provision would be valid, legal or enforceable if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

23 Entire agreement

23.1 **Entire agreement.** This agreement constitutes the entire agreement between the parties and extinguishes and supersedes all previous written or oral promises, agreements, assurances, warranties, understandings and representations between them relating to its subject matter.

23.2 **Misrepresentation and misstatement.** Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

23.3 **Fraud.** Nothing in this clause shall limit or exclude any liability for fraud.

23.4 **Non-reliance.** Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, warranty (whether made innocently or negligently) or assurance that is not provided in this agreement.

24 Notices

24.1 **Notice requirements.** Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.

24.2 **Deemed service.** A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9.00 am on the first business day following

25 Third party rights

25.1 **Third party rights.** This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the *Contracts (Rights of Third Parties) Act 1999*.

26 Jurisdiction

26.1 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

27 Governing law

27.1 **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28 Beta Product Terms

28.1 **Beta Product Terms.** If you have elected to receive any Beta Product(s) pursuant to an Order Form then, in addition to the other terms of this Agreement, the following terms apply to your access and use of such Beta Product(s):

- (a) **Service description.** The description of the Beta Products shall be set out in the Documentation.
- (b) **Liability.** Save where liability cannot be excluded under applicable law, our total aggregate liability in connection with your use of the Beta Product whether in contract, tort (including negligence or breach of statutory duty) or otherwise shall be limited to £1,000.
- (c) **Discontinuation.** We have the right to unilaterally abandon development of the Beta Product(s) at any time and without any obligation or liability to you or any third party.

29 Definitions and interpretations

29.1 Throughout these terms and the Agreement, we use capitalised terms to refer to specific definitions. This ensures that you can be certain of the contractual terms you are agreeing to. These definitions are as follows:

- (a) **"Authorised Users"** means those specifically nominated employees, independent contractors and/or agents you have authorised to use the Services, in accordance with the terms of the Agreement. Authorised Users may be categorised as "read only" viewers or those full access to the Services, as further detailed on your Order Form;
- (b) **"Beta Product"** means any product or service identified as such in an Order Form;
- (c) **"Business Hours"** means 0900 to 1800 each day that is not a weekend or bank holiday in England;

- (d) **"Confidential Information"** means any information disclosed by one party to the other, which is designated in writing as being confidential or would appear to a reasonable person to be confidential. The Services are our Confidential Information and access must not be provided to any third parties other than in accordance with this Agreement, nor may you share any details of the Services such as the design or architecture of our technology.
- (e) **"Customer Data"** means the data inputted by you (including Personal Data, as defined in the DPA), Authorised Users, or us on your behalf for the purpose of using the Services or facilitating your use of the Services, which might include but are not limited to name, email address, file uploads and sites area comments/notes;
- (f) **"Documentation"** means any document referenced, or set out in, an Order Form setting out a description of the Services and the user instructions for the Services.
- (g) **"Order Form"** means a document or online form which incorporates these SaaS Terms and Conditions and sets out the details of our proposal to you.
- (h) **"Services"** means the relevant products and services we provided you as set out in the Order Form (including the Services and Set-Up Services (if applicable));
- (i) **"User Subscription"** means the user subscriptions you have purchased which entitle Authorised Users to access and use the Services in accordance with the Agreement;

29.2 The phrases "we", "us" or the "Supplier" refer to Preoptima Ltd, a limited company with registered Company Number 14209923 and whose registered address is at 12 Wellington Road, Sandhurst, England, GU47 9AN.

29.3 The phrases "you", "your" or the "Customer" refer to the entity stated in the Order Form (excluding any Preoptima Ltd entity).

29.4 You and us together are referred to in the Agreement as the "parties" and each a "party".