

# PART VIII

## DEFINITIONS & INTERPRETATION

### 1. Definitions

In this Agreement the following terms and expression shall have the following meanings:

**"Agreement"**

means this Agreement, comprising all the Parts, the Schedules and the Conditions;

**"Associated Company"**

means the Buyers' holding company or ultimate holding company or any subsidiary of the Buyer or of any such holding company ("holding company" and "subsidiary" having the meanings given in section 736 and section 736A of the Companies Act 1985);

**"Client's Environment"**

means the Environment in which the Client installs, stores, runs and uses the Software;

**"Client's Site"**

means the Buyer's premises for delivery of the Software or Hardware or performance of services (as applicable) as notified to the Seller from time to time;

**"Conditions"**

means the Seller's standard terms and conditions, as set out in Part VII;

**"Environment"**

means the hardware, firmware and software on, under or with which the Software is installed, stored, run or used including the make, model and release of computer, CPU, RAM, operating system, software facilities, other software of whatever sort, processing speed, clock speed, network type speed and capacity, peripherals, peripheral drivers, monitors, disk drives, tape drives, communications software and printers;

**"Equipment"**

means the equipment set out in Part II Schedule A;

**"Hardware"**

means the hardware set out in Part II Schedule A or defined as explicitly included within the scope of this agreement under a support agreement in Part V Schedule D.

**"Initial Development"**

means the work set out in Part III Schedule A;

**"Intellectual Property Rights"**

means the copyright, database rights and all other intellectual property rights and confidential information in the Specification, the Software [the Program Documentation] and all source codes and trade and service marks relating thereto;

**"Licensor"**

means the proprietor of an item of Software;

**"Media"**

means the media on which the software is stored at the time of delivery;

**"Products"**

means all products provided by the Seller to the Buyer pursuant to this Agreement including without limitation the Equipment;

**"Professional Services"**

means the services described in Part I Schedule A;

**"Program Documentation"**

means the instruction manuals, user guides and other documentation in respect of the Software;

**"Project"**

means the work set out in Part I Schedule A;

**"Public Holiday"**

means any day Monday to Friday on which the clearing banks in the City of London are not open for business;

**"Required Environment"**

means the environment required for successful operation and support of the systems by the Provider under the responsibilities in Part V as defined for General and Specific purposes in Schedule G of that part;

**"Services"**

means all services provided by the Seller to the Buyer pursuant to this Agreement including without limitation the Professional Services and the Standard Support Services;

**"Software"**

means the software set out in Part III Schedule A and/or Part IV Schedule A and/or B;

**"Specification"**

means the functionality and capability of the Software when running in the Required Environment details of which are set out In Part V Schedule G;

**"Standard Support Services"**

means the services described in Part V Schedules A & B;

**"Support Anniversary Date"**

means any anniversary of the date on which the Seller started to provide the Standard Support Services;

**"Third Party Software"**

means the Software set out in Part IV Schedule B;

**"Working Day"**

means any day from Monday to Friday inclusive which is not Christmas Day, Good Friday or a statutory Bank Holiday

## **2. Interpretation**

Reference to a statute or statutory provision includes a reference to it as from time to time amended, extended or re-enacted.

Words denoting the singular number only include the plural and vice versa.

Unless the context otherwise requires, reference to a Clause or Schedule is a reference to a Clause or Schedule of this Agreement. Reference in any Part of this Agreement to a Clause or a Schedule is to a Clause or a Schedule to that Part of the Agreement. Reference in any Schedule of this Agreement to a paragraph is to a paragraph of that Schedule.

The headings in this Agreement are inserted for convenience only and do not affect its construction.

Any reference to any of the parties hereunder includes their successors in title and assigns.

Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

Where the Buyer consists of two or more persons, such persons' liability under this Agreement shall be joint and several.