

AMAZING MEDIA GROUP LIMITED

Terms of Business

1. INTRODUCTION

- 1.1 Certain words and expressions used in and principles of interpretation applicable to the Agreement are defined in Clause 22 (Interpretation).
- 1.2 If there is a conflict or inconsistency between any provision contained in these Terms of Business and any provision contained in the Order, the latter shall take precedence to the extent of the conflict or inconsistency.

2. DURATION

The Agreement begins on the Commencement Date and shall continue in force until terminated by either party giving to the other party notice of not less than the Notice Period expiring at the end of the Initial Term or any time after the Initial Term.

3. SERVICES

- 3.1 Subject to the Agreement, Amazing shall supply the Services commencing on the later of the Commencement Date and the date the Customer pays the Charges, and the Customer shall pay the Charges.
- 3.2 The appointment of Amazing under the Agreement is non-exclusive and Amazing is entitled to provide services that are the same as or similar to the Services to any third party.

4. HARDWARE

- 4.1 Save where otherwise expressly stated in this Clause 4 (Hardware):
 - 4.1.1 risk of loss of or damage to Hardware shall pass to the Customer on delivery; and
 - 4.1.2 ownership of Hardware shall remain with Amazing on delivery.
- 4.2 Where the Customer is able to demonstrate to Amazing's reasonable satisfaction that an Amazing Unit is defective and that such defect is not a result of damage to the Amazing Unit, a replacement Amazing Unit will be delivered to the Customer within five (5) Business Days of delivery of the defective Amazing Unit to Amazing.

5. CHARGES

- 5.1 The Customer shall pay the Charges when due (as specified in the Order or as otherwise specified in the Agreement).
- 5.2 All payments shall be made by direct credit for same day value to the bank account nominated by the payee from time to time.
- 5.3 All Charges are exclusive of value added tax, which shall be added to the Charges, and paid by the Customer in accordance with this Clause 5 (Charges).
- 5.4 If the Customer fails to pay any sum due and payable under or in relation to the Agreement by the due date, statutory interest from time to time shall accrue on the unpaid amount from the due date to the date of actual payment (after as well as before judgement).

6. PERFORMANCE

- 6.1 Subject to Clause 18 (Force Majeure), Amazing is discharged from its obligations in relation to the Services (but only to the extent and for so long as the relevant circumstances affect Amazing's performance) where any of the following applies (each being a "Relief Event"):
 - 6.1.1 the Dependencies are not met other than due to any act or omission of Amazing or its sub-contractors; or
 - 6.1.2 the Customer is in breach of the Agreement.
- 6.2 Amazing shall provide the Services using reasonable skill and care.
- 6.3 Interruptions to the Services may be made only when, in the opinion of Amazing, they are necessary to improve or maintain the Services.
- 6.4 Amazing shall:
 - 6.4.1 check all Music Tracks to determine whether any Music Track:
 - (a) contains foul and/or abusive language; or
 - (b) is registered with the Performing Rights Society, PPL or any similar organisation.
 - 6.4.2 in the event any Music Track is determined to contain foul and/or abusive language or to be registered with the Performing Rights Society, PPL or any similar organisation pursuant to Clause 6.4.1, as soon as reasonably possible remove such Music Track from the Playlist; and
 - 6.4.3 deal as soon as reasonably possible with queries and problems relating to the Services.
- 6.5 The Customer shall:
 - 6.5.1 co-operate, and procure that contractors engaged by the Customer co-operate, with Amazing, its officers, employees, representatives, and any competent authority as required in connection with the Services;
 - 6.5.2 provide any information and items requested by Amazing, in addition to the Customer Material, in connection with the Services promptly after receiving the request;
 - 6.5.3 ensure that all information in writing provided in order for Amazing to perform its obligations in relation to the Services (including but not limited to any information provided as part of the Customer Material) is accurate, complete and not misleading; and
 - 6.5.4 promptly notify Amazing of anything in connection with the Services of which the Customer is aware, including circumstances creating a reasonable risk of delay or material extra work for either party in connection with the Services.

7. SYSTEMS

- 7.1 Amazing hereby grants (or shall procure the grant to) the Customer a non-exclusive licence to use the systems used to provide the Services to the extent required for the Customer to use and otherwise receive the Services.
- 7.2 The Customer shall on an ongoing basis in accordance with Good Industry Practice protect the systems used to receive the Services from illegal, physical or electronic intrusion, malicious damage, and Viruses, and against storm, damage by water and any other similar events.
- 7.3 The Customer shall not introduce, and shall use all reasonable endeavours to ensure that no third party introduces, any Virus onto or into any networks or systems used in connection with the Services.
- 7.4 If any Virus is found in any of the systems used in connection with the Services as a result (in Amazing's opinion) of any breach of Clause 7.2 and/or Clause 7.3, the Customer shall co-operate to reduce the effect of the Virus and assist Amazing to mitigate any losses and to restore the Services.
- 7.5 The Customer hereby grants Amazing a non-exclusive licence to use systems owned or used by the Customer to the extent required for Amazing to provide the Services in accordance with the Agreement.

8. **ACCESS TO PREMISES**

The Customer shall afford to Amazing's personnel and their nominees, and persons reasonably requiring access under Regulations, the access to its premises that Amazing may require to comply with and otherwise fulfil its obligations in relation to the Services, and to exercise its rights under the Agreement.

9. **TERMINATION**

9.1 Amazing may terminate the Agreement by giving not less than three (3) months' notice to the Customer.

9.2 Either party (the "Non-Defaulting Party") may by giving notice to the other (the "Defaulting Party") terminate the Agreement as from the date of expiry of the notice if the Defaulting Party commits a material breach of the Agreement which, in the case of a breach capable of remedy, is not remedied within thirty (30) Business Days after the Non-Defaulting Party has given notice containing details of the breach, requiring the breach to be remedied, and stating that, if it is not, the Agreement may be terminated.

9.3 Either party may at any time, by notice to the other, terminate the Agreement as from the date of expiry of the notice if an Insolvency Event occurs in relation to the other.

9.4 Amazing may by notice to the Customer terminate the Agreement as from the date of expiry of the notice if there is a change of Control of the Customer.

10. **CONSEQUENCES OF TERMINATION**

10.1 Termination of the Agreement does not affect:

10.1.1 the rights or liabilities of the parties under this Clause 10 (Consequences of Termination) or which have accrued on or before termination; and

10.1.2 the continuance in force of Clauses 5 (Charges), 14 (Customer Indemnity), 15 (Data Protection), 16 (Confidentiality), 17 (Limitation of Liability), 20 (General) and 21 (Governing Law and Jurisdiction), which survive termination of the Agreement.

10.2 Upon the termination of the Agreement, the Customer shall promptly return any Hardware belonging to Amazing in its power, possession, custody or control.

11. **WARRANTIES**

11.1 Each party represents, warrants and undertakes to the other that:

11.1.1 it has full power and authority to enter into and perform its obligations under the Agreement;

11.1.2 there are no existing agreements or arrangements with third parties, the terms of which prevent it from entering into the Agreement or which would or may reasonably be expected to impede the substantial performance of its obligations under the Agreement, and that during the term of the Agreement it will not enter into an agreement or arrangement which will or may reasonably be expected to have that effect; and

11.1.3 it has or shall obtain and maintain all rights, licences, permissions and approvals necessary for it to perform its obligations under the Agreement.

11.2 The Customer represents, warrants and undertakes to Amazing that:

11.2.1 it has disclosed to Amazing all information which might have a bearing or influence on the decision of Amazing to enter into the Agreement and there are no facts or circumstances known to the Customer which have not been disclosed to Amazing which, if disclosed, might reasonably be expected to influence that decision;

11.2.2 it is not, and nor are any of its directors or officers, a party to any dispute which will adversely affect the ability of the Customer to perform its obligations under the Agreement;

11.2.3 during the term of the Agreement it is and will be of sound financial standing, and, at the Contract Date, the Customer and its directors are not aware of any circumstances (other than as disclosed in the audited accounts of the Customer) which may adversely affect its financial standing in the future;

11.2.4 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of Amazing before the Contract Date;

11.2.5 has raised all relevant questions with Amazing before the Contract Date; and

11.2.6 has entered into the Agreement in reliance on its own due diligence alone.

11.3 All warranties, conditions or terms not set out in the Agreement and which would otherwise be implied or incorporated into the Agreement by statute, common law or otherwise (other than as to the title to goods) are hereby excluded except to the extent they may not be excluded or limited by law.

12. **INTELLECTUAL PROPERTY**

12.1 Amazing hereby grants to the Customer a non-exclusive and non-sub licensable licence of such of its Background Intellectual Property as is necessary, to the extent strictly necessary, for the Customer to receive the Services.

12.2 The Customer hereby grants to Amazing a non-exclusive and sub-licensable licence of such of its Background Intellectual Property as is necessary, to the extent strictly necessary, for Amazing to provide the Services.

12.3 Neither party shall have or acquire any right, title or interest in or to any of the other's Background Intellectual Property and all rights are reserved to the owning party or its licensors.

13. **COMMERCIALS AND IDENTS**

13.1 The Customer shall submit a Commercial Brief to Amazing in respect of each Commercial the Customer wishes Amazing to produce and the submission of such Commercial Brief shall be deemed to be a request by the Customer for Amazing to produce a Commercial.

13.2 The Customer shall:

13.2.1 specify in the Commercial Brief if it wishes to use a specific script for all or part of the Commercial and provide the text of such script to Amazing;

13.2.2 specify in the Commercial Brief if it wishes to use a specific person to voice the script of a Commercial and shall ensure such person is available when reasonably required by Amazing to record the voicing of such script; and

13.2.3 specify in the Commercial Brief if it wishes any specific sound effects and/or voice recordings to be included in the Commercial and, where such sound effects and/or voice recordings do not form part of Amazing's Background Intellectual Property, provide a copy of such sound effects and/or voice recordings to Amazing.

13.3 Amazing shall, within five (5) Business Days of receipt of the Customer Material required pursuant to Clauses 13.1 and 13.2 to produce such Commercial, submit to the Customer (except where such information or item is not required as a result of any Customer Material provided pursuant to Clause 13.2):

13.3.1 no less than two (2) proposed scripts for the Commercial;

- 13.3.2 a copy of the sound effects and/or music it considers appropriate to be included in the Commercial; and
- 13.3.3 a sample of each person it considers appropriate to voice such proposed scripts for the Commercial.
- 13.4 Following receipt of the items required pursuant to Clause 13.3, the Customer shall notify Amazing (except where Amazing has already been notified of such information pursuant to Clause 13.2) of the:
- 13.4.1 script it wishes to use for the Commercial;
- 13.4.2 sound effects and/or music it wishes the Commercial to include; and
- 13.4.3 person it wishes to voice the script of the Commercial.
- 13.5 Amazing shall, within five (5) Business Days of receipt of the information required pursuant to Clause 13.4, produce a draft commercial and submit a copy of the draft commercial to the Customer for approval.
- 13.6 Following receipt of a draft commercial, the Customer shall either:
- 13.6.1 notify Amazing of its approval of the draft commercial; or
- 13.6.2 notify Amazing of any changes it wishes to be made to the draft commercial, in which case Amazing shall promptly make such changes and submit a revised draft commercial to the Customer in accordance with Clause 13.5.
- 13.7 Upon receipt of approval pursuant to Clause 13.6.1, the approved draft commercial shall become the Commercial and Amazing shall, as soon as reasonably practicable, add such Commercial to the Playlist and provide the Customer with a copy of the Commercial, together with a copy of the Commercial Brief submitted in respect of the Commercial.
- 13.8 In the event the number of requests made pursuant to Clause 13.1 in any Quarter is in excess of the Commercial Quota, the Customer must pay the Commercial Price for each request made in excess of the Commercial Quota.
- 13.9 The Customer shall notify Amazing in the event it wishes to use a specific person to voice the script of an Ident and shall ensure such person is available when reasonably required by Amazing to record the voicing of such script.
- 13.10 Unless otherwise agreed in writing between the parties, the script for each Ident shall be "You are listening to *Customer* in-store radio, brought to you by amazingtunes.com".
- 13.11 All Intellectual Property in the Commercials and Idents produced pursuant to the provision of the Services shall belong to Amazing.
- 13.12 The Customer hereby grants to Amazing a perpetual and non-exclusive licence of such of its Background Intellectual Property as is necessary, to the extent strictly necessary, for Amazing to exploit the Intellectual Property in the Commercials and Idents.

14. **CUSTOMER INDEMNITY**

The Customer shall indemnify Amazing against any claim, allegation, action dispute or proceedings arising from or relating to:

- 14.1 Amazing's use of the Customer Material; or
- 14.2 the Customer's use of the Hardware,

including for infringement of any Intellectual Property of, or any loss or damage to, any third party.

15. **DATA PROTECTION**

- 15.1 Each party shall ensure that it shall comply with the provisions and obligations imposed on it by Regulations relating to data protection.
- 15.2 All personal data acquired by a party from the other shall be returned or deleted (at the option of the requesting party) on request save to the extent required by that party to discharge its obligations under the Agreement or under any Regulations, and any personal data which are retained shall be returned or deleted immediately they are no longer required for those purposes.
- 15.3 Neither party shall, without the prior written consent of the other, transfer any Relevant Personal Data to a country or territory outside of the European Economic Area.

16. **CONFIDENTIALITY**

16.1 The Customer undertakes to Amazing:

- 16.1.1 to keep confidential all Confidential Information;
- 16.1.2 not to disclose Confidential Information without Amazing's prior written consent to any other person except those of its employees who have a need to know the Confidential Information;
- 16.1.3 not to use Confidential Information except for the purposes of performing its obligations or exercising its rights under the Agreement (and in particular not use Confidential Information to obtain a commercial, trading or any other advantage); and
- 16.1.4 to keep separate from all other information all Confidential Information in its possession or control.

16.2 The provisions of Clause 16.1 shall not apply to Confidential Information to the extent that it is or was:

- 16.2.1 already in the possession of the Customer or any Affiliate of its free of any duty of confidentiality on the date of its disclosure;
- 16.2.2 in the public domain other than as a result of a breach of this Clause 16 (Confidentiality);
- 16.2.3 required to be disclosed:
- (a) pursuant to applicable law or regulation or requirement of a competent authority, or the rules of any recognised exchange on which the securities of a party are or are to be listed; or
- (b) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice,
- but only to the extent and for the purpose of that disclosure.

16.3 The Customer acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of Clause 16 (Confidentiality) and accordingly Amazing will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of Clause 16 (Confidentiality).

17. **LIMITATION OF LIABILITY**

- 17.1 Amazing's total liability to the Customer under this Agreement shall not exceed the Charges paid to it.
- 17.2 Nothing in the Agreement affects the liability of either party to the other for death or personal injury, for that party's fraud or for any other liability to the extent it may not be excluded or limited by law.
- 17.3 In no event will Amazing have any liability whether based on contract, tort (including negligence), warranty or any other legal or equitable grounds, for any indirect or consequential loss, or loss of profits, loss of business, loss of anticipated savings and loss or damage to goodwill arising from or relating to the Agreement.

18. **FORCE MAJEURE**

18.1 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Agreement by a Force Majeure Event then:

- 18.1.1 that party's obligations under the Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that party is so prevented hindered or delayed;
- 18.1.2 as soon as reasonably possible after commencement of the Force Majeure Event the party prevented, hindered or delayed from fulfilling its obligations shall notify the other of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement;
- 18.1.3 the party prevented, hindered or delayed from fulfilling its obligations by a Force Majeure Event shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under the Agreement; and
- 18.1.4 as soon as reasonably possible after the cessation of the Force Majeure Event the party prevented, hindered or delayed from fulfilling its obligations by a Force Majeure Event shall notify the other party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under the Agreement and take all reasonable steps to recover any slippage.
- 18.2 If any Force Majeure Event prevents, hinders, or delays performance of all or any part of the obligations of a party for more than three (3) months, then by notice to the other party, either party may terminate the Agreement without liability as of the date specified by such party in such notice.

19. **RIGHTS OF THIRD PARTIES**

- 19.1 Except as provided in the Agreement, the Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.
- 19.2 Any competent authority having jurisdiction or authority over or in relation to the Customer, or its business is entitled to enforce any obligation of Amazing under the Agreement, except that the parties are entitled to rescind or vary the Agreement without their consent.

20. **GENERAL**

- 20.1 The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior representations, agreements, negotiations or understandings between the parties, except that this Clause 20.1 does not affect the liability of either party for fraudulent misrepresentation.
- 20.2 An amendment to the Agreement is ineffective unless it is in writing, expressly purports to amend the Agreement and is executed by both parties.
- 20.3 Each party shall at the request and cost of the other execute all deeds and other documents, and do all things that the other may require (acting reasonably) in order to give effect to the terms of the Agreement.
- 20.4 Any notice to be given under the Agreement shall be in writing and shall either be delivered by hand or sent by first class pre-paid post (or in the case of overseas post, by airmail), facsimile transmission or e-mail transmission. Delivery by courier shall be regarded as delivery by hand.
- 20.5 Notices shall be sent to the Nominated Representative of the relevant party at such address, facsimile number or e-mail address set out in the Order or to such other person, address, facsimile number or e-mail address as may previously have been communicated to the other party in accordance with Clauses 20.4 and 20.5.
- 20.6 Any failure or neglect by either party to enforce any of the provisions of the Agreement will not be construed nor deemed to be a waiver of that party's rights and does not affect the validity of the whole or part of the Agreement nor prejudice that party's rights; any waiver by either party of its rights under the Agreement does not operate as a waiver in respect of any subsequent breach.
- 20.7 If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or part, that provision shall to that extent be deemed not to form part of the Agreement and the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.
- 20.8 The Customer shall not without the prior written consent of Amazing assign, transfer, charge, dispose of, deal with or subcontract its rights or obligations under the Agreement.
- 20.9 Nothing in the Agreement shall or shall be deemed to create a partnership between the parties.

21. **GOVERNING LAW AND JURISDICTION**

The Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Agreement and, for such purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

22. **INTERPRETATION**

22.1 In the Agreement, unless the context otherwise requires, the following definitions apply:

"Agreement"	the agreement between Amazing and the Customer, comprising the Order and these Terms of Business, as may be amended from time to time;
"Amazing"	Amazing Media Group Limited (CN 6061415) whose registered office is at Amazing Towers, Church Street, Gateshead, NE8 2AT, England;
"Amazing Unit"	the unit (if any) supplied by Amazing as part of the Services, identified in the Order;
"Background Intellectual Property"	with respect to any party, any Intellectual Property owned by or licensed to such party at the Contract Date together with such rights which may arise or are obtained or developed by the party concerned;
"Business Day"	Monday to Friday excluding public and bank holidays in England and Wales;
"Business Hours"	9:00 to 5:00 on a Business Day;
"Charges"	the charges payable by the Customer under the Agreement, as specified in the Order and as further payable pursuant to Clause 13.8;
"Commercial"	a promotional message comprising of music and/or sound effect(s) and/or voice recording(s) to be played between Music Tracks produced by Amazing in accordance with Clauses 13.1 to 13.8 (inclusive);
"Commercial Brief"	a form, substantially in the same form set out in the Order, to be completed by the Customer in sufficient detail to enable Amazing to produce a Commercial;
"Commencement Date"	the date set out in the Order;
"Commercial Price"	the sum payable in respect of any Commercial to be produced pursuant to a request made in excess of the Commercial Quota, as specified in the Order, due upon the submission of the Commercial Brief in respect of such Commercial;
"Commercial Quota"	the maximum number of new Commercials the Customer may request Amazing produce each Quarter, subject to Clause 13.8, as specified in the Order;
"Confidential Information"	the fact of and the terms of the Agreement, and all other information and trade secrets relating to Amazing's business or customers which come into the possession of the Customer pursuant to the Agreement, whether orally, or in documentary, electronic or other form, including all (if any) such information held by the Customer as of the Contract Date;
"Contract Date"	the date specified as such in the Order;
"Control"	the beneficial ownership of more than fifty per cent (50%) of the issued share capital of, or the legal power to direct or cause the direction of, the person in question (or its holding company as the case may be), and "Controlled" shall be construed

	accordingly;
“Customer”	the organisation or individual identified as such in the Order;
“Customer Material”	any information and/or items to be provided to Amazing by the Customer in order for Amazing to perform its obligations in relation to the Services, as set out in the Description of Services;
“Dependencies”	the responsibilities of the Customer (including but not limited to the provision of the Customer Material) and the actions and events in relation to the Services which need to be performed or (as the case may be) to occur, in order for Amazing to perform its obligations in relation to the Services;
“Force Majeure Event”	any event which is beyond the reasonable control of a party and which event affects that party’s performance, including acts of God, war, terrorism, fire, and natural disasters, which could not have been, or the effects of which could not have been, avoided in accordance with Good Industry Practice, excluding industrial action of the party obliged to perform or insufficiency of funds;
“Good Industry Practice”	in relation to any undertaking in any circumstances, the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a reasonably skilled and experienced person in the same or similar circumstances;
“Hardware”	any good, including but not limited to any Amazing Unit, to be supplied in connection with the Services, as set out in the description of services in the Order;
“Ident”	a voice recording, used to identify the Customer and/or Amazing as the provider of the Playlist, to be played between Music Tracks;
“Initial Term”	the time period identified as such in the Order;
“Installation Services”	the installation of the Hardware at the Locations by Amazing;
“Insolvency Event”	each and any of the following in relation to a party: <ul style="list-style-type: none"> (a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a party or any of its assets; (iii) the enforcement of any security over any assets of a party; or (iv) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of a party; (b) the party is unable to pay its debts as they fall due or is insolvent; or (c) the party enters into a composition or arrangement with its creditors or any class of them;
“Intellectual Property”	any and all patents, trade marks, business names, copyright, moral rights, database rights, rights in designs, rights in inventions, and any and all other intellectual property rights, whether or not registered or capable of registration and whether subsisting anywhere in the world and including all applications and rights to apply for any of them together with all or any associated goodwill;
“Location”	any premises at which the Playlist is to be played pursuant to the receipt of the Services, as specified in the Order;
“Loss” and “Losses”	includes all loss, damage, cost and expense;
“Music Services”	the Services set out in the Order including (if applicable) the provision of the Amazing Unit;
“Music Track”	any music track to be streamed by the Customer or of which the Customer is to be provided with a copy pursuant to the provision and receipt of the Services;
“Nominated Representative”	in respect of each party, the person named in the Order;
“Notice Period”	the notice period set out in the Order;
“Playlist”	the combination of Music Tracks, Commercials (if any) and Idents (if any) to be streamed by the Customer or of which the Customer is to be provided with a copy pursuant to the provision and receipt of the Services;
“Order”	the Order to which these Terms of Business are attached;
“Quarter”	the period of three (3) months commencing on the Commencement Date and each consecutive period of three (3) months thereafter except that the last Quarter of the Agreement shall expire on the date of expiry or termination of the Agreement;
“Regulations”	all legislation, and all rules or regulations of any kind, including orders, instructions or directions of a competent authority, and all related official guidance, whether enacted or enforced by any competent authority with whose decision or determination it is Good Industry Practice to comply;
“Service Level”	the level to which the Services are required to be supplied, as set out in the Description of Services;
“Services”	the Music Services and the Installation Services (if required) to be provided to the Customer by Amazing, as specified in the Order;
“Term”	the Initial Term and any extension thereof in accordance with Clause 2 (Duration);
“Virus”	any code or data designed or adapted to impair or otherwise adversely affect the operation of any computer or equipment, prevent or hinder access to any program or data (whether by rearranging the same within the computer or equipment or any storage medium or device, or by altering or erasing the program of data in whole or part, otherwise), including computer viruses and other similar things.

22.2 In the Agreement:

22.2.1 references to:

- (a) "Clauses" and the "Schedules" are to clauses of, and the schedules to, the Agreement;
- (b) a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it except that, as between the parties, no modification, consolidation or re-enactment shall apply for the purposes of the Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, either party;
- (c) either party includes, where appropriate, persons deriving title under it;
- (d) "includes" or "including" shall be construed without limitation to the generality of the preceding words;
- (e) "indemnify" means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after tax basis;

(f) any document (including the Agreement) or a provision of it shall be construed as a reference to that document or provision as amended from time to time by agreement between the parties in accordance with the Agreement; and

(g) "writing" includes any method of reproducing words in a legible and non-transitory form, excluding e-mail;

22.2.2 the singular includes the plural and vice versa; and

22.2.3 the headings are for convenience only and shall not affect the interpretation of the Agreement.