D1 Solutions Service Agreement

BY SIGNING UP FOR A D1 SOLUTIONS. (THE "PROVIDER") ACCOUNT AND/OR USING ITS PRODUCTS, SERVICES, WEBSITES AND MOBILE APPLICATIONS, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS SERVICE AGREEMENT. ANY USER'S USE OR CONTINUED USE OF THE COMPANY'S PRODUCTS, SERVICES, WEBSITES OR MOBILE APPLICATIONS CONSTITUTES ACCEPTANCE OF THIS SERVICE AGREEMENT.

Agreement

1.   Definitions

1.1   Except to the extent expressly provided otherwise, in this Agreement:

"**Account**" means an account enabling a person to access and use the Hosted Services [, including both administrator accounts, user accounts, and customer accounts];

"**Agreement**" means this agreement including any updates and/or modifications to this Agreement from time to time. This agreement is for services covering a billing period of 1 month. After which the continued use of services endorses the approval of the most recent agreement publicly available.

"**Business Day**" means any weekday other than a public holiday;

"**Business Hours**" means the hours of [09:00 to 17:00 CST] on a Business Day;

"**Charges**" means the following:

(a)   Charges are payable on the monthly anniversary of the services sign-up date.

"**Customer Confidential Information**" means:

(a)   any information disclosed by [or on behalf of] the Customer to the Provider [during the Term] OR [at any time before the termination of this Agreement] (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(i)   was marked [or described] as "confidential"; or

(ii)   should have been reasonably understood by the Provider to be confidential; and

(b)   [the Customer Data];

"**Customer Data**" means [all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the

Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer];

"**Documentation**" means [the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer];

"**Effective Date**" means [the date of execution of this Agreement];

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including [failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars]);

"**Hosted Services**" means *D1 Solutions* [, as specified [in the Hosted Services Specification],] which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"**Hosted Services Defect**" means a defect, error or bug in the Platform having [an adverse effect] OR [a material adverse effect] on [the appearance, operation, functionality or performance] of the Hosted Services [, but excluding any defect, error or bug caused by or arising as a result of:

(a)   [any act or omission of the Customer or any person authorized by the Customer to use the Platform or Hosted Services];

(b)   [any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorized by the Customer];

(c)   [a failure of the Customer to perform or observe any of its obligations in this Agreement]; and/or

(d)   [an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification];]

"**Hosted Services Specification**" means the specification for the Platform and Hosted Services set out in [the Documentation];

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Maintenance Services**" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"**Mobile App**" means the mobile application that is made available by the Provider through [*Electronic Transmission*, the *Google Play Store*, or the *Apple App Store*];

"**Permitted Purpose**" means *[to facilitate the day to day operation of an auto body shop]*;

"**Personal Data**" has the meaning given to it in the Data Protection Act 1998;

"**Platform**" means the platform managed by the Provider and used by the Provider to provide the Hosted Services [, including [the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed]];

"**Schedule**" means any schedule attached to the main body of this Agreement;

"**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"**Support Services**" means support in relation to [the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services];

"**Supported Mobile Device**" means [the current release from time to time of the Android Operating System, Apple IOS Operating System] [, or any other mobile device operating system that the Provider agrees in writing shall be supported];

"**Supported Web Browser**" means [the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari] [, or any other web browser that the Provider agrees in writing shall be supported];

"**Term**" means the term of this Agreement;

"**Update**" means [a hotfix, patch or minor version update to any Platform software]; and

"**Upgrade**" means [a major version upgrade of any Platform software];

2. Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall continue in force monthly starting on the effective date and continues with the continued use and payment of services.

3. Hosted Services

3.1   [The Provider shall ensure that the Platform will [, on the Effective Date,] automatically generate an Account for the Customer and provide to the Customer login details for that Account.] OR [The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account [on or promptly following the Effective Date].]

3.2   The Provider hereby grants to the Customer a [worldwide, non-exclusive] license to use the Hosted Services [by means of [a Supported Web Browser]] [for [the internal business purposes of the Customer]] [in accordance with the Documentation] during the Term.

3.3   The license granted by the Provider to the Customer is subject to the following limitations:

(a)   [the Hosted Services may only be used by [the officers, employees, agents and designated "customers" of the Customer]];

3.4   Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Provider to the Customer is subject to the following prohibitions:

(a)   [the Customer must not sub-license its right to access and use the Hosted Services];

(b)   [the Customer must not permit any unauthorized person to access or use the Hosted Services];

(c)   [the Customer must not use the Hosted Services to provide services to third parties];

(d)   [the Customer must not republish or redistribute any content or material from the Hosted Services]; and

(e)   [the Customer must not make any alteration to the Platform [, except as permitted by the Documentation]].

3.5   The Customer shall use reasonable endeavors, including reasonable security measures relating to [administrator] Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an [administrator] Account.

3.6   The Provider shall use [all] reasonable endeavors to maintain the availability of the Hosted Services to the Customer [at the gateway between the public internet and the network of the hosting services provider for the Hosted Services], but does not guarantee 100% availability.

3.7   For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

(a)   a Force Majeure Event;

(b) a fault or failure of the internet or any public telecommunications network;

(c) a fault or failure of the Customer's computer systems or networks;

(d) any breach by the Customer of this Agreement; or

(e) scheduled maintenance carried out in accordance with this Agreement.

3.8 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

3.9 The Customer must not use the Hosted Services:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.10 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

3.11 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least [30 days'] written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4. Maintenance Services

4.1 The Provider shall provide the Maintenance Services to the Customer [during the Term].

4.2 The Provider shall where practicable give to the Customer [at least 10 Business Days'] prior notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement.

4.3 The Provider shall give to the Customer [at least 10 Business Days'] prior notice of the application of an Upgrade to the Platform.

4.4 The Provider shall give to the Customer notice of the application of any security Update to the Platform and [at least 10 Business Days'] prior notice of the application of any non-security Update to the Platform.

4.5 The Provider shall provide the Maintenance Services [with reasonable skill and care] OR [in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry].

4.6   The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least [30 days'] notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

5.   Support Services

5.1   The Provider shall provide the Support Services to the Customer [during the Term].

5.2   The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of this Agreement.

5.3   The Provider shall provide the Support Services [with reasonable skill and care] OR [in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry].

5.4   The Customer may use the helpdesk [for the purposes of requesting and, where applicable, receiving the Support Services]; and the Customer must not use the helpdesk for any other purpose.

5.5   The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk.

5.6   The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least [30 days'] notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6.   Customer Data

6.1   The Customer hereby grants to the Provider a non-exclusive license to [copy, reproduce, store, distribute, publish, export, adapt, edit and translate] the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement[, together with the right to sub-license these rights [to its hosting, connectivity and telecommunications service providers] to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement].

6.2   The Customer warrants to the Provider that [the Customer Data] OR [the Customer Data when used by the Provider in accordance with this Agreement] will not infringe the Intellectual Property Rights [or other legal rights] of any person [, and will not breach [the provisions of any law, statute or regulation],] in [any jurisdiction and under any applicable law].

6.3   The Provider shall create a back-up copy of [the Customer Data] at least [daily], shall ensure that each such copy is sufficient to [enable the Provider to restore the Hosted

Services to the state they were in at the time the back-up was taken], and shall [retain and securely store each such copy for a minimum period of 30 days].

6.4 [Within the period of 1 Business Day following receipt of a written request from the Customer], the Provider shall [use all reasonable endeavors to] restore to the Platform the Customer Data stored [in any back-up copy created and stored by the Provider in accordance with Clause 7.3]. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

7. Mobile App

7.1 The parties acknowledge and agree that the use of the Mobile App, the parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions, and accordingly this Agreement shall not govern any such use, rights, obligations or liabilities.

8. No assignment of Intellectual Property Rights

8.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

9. Charges

9.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement.

9.2 If the Charges are based in whole or part upon the time spent by the Provider performing additional Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed.

9.3 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated [inclusive of any applicable value added taxes] OR [exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider].

10. Payments

10.1 The Provider shall issue invoices for the Charges to the Customer [in advance of the period to which they relate]

10.2 The Customer must pay the Charges to the Provider within the period of [30 days] following [the issue of an invoice in accordance with this Clause 11]

10.3 The Customer must pay the Charges by [debit card, credit card, direct debit] using such payment details as are notified by the Provider to the Customer from time to time.

10.4 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may:

(a)   suspend the customer's account after 30 days non-payment

(b)   then, close and delete the customer's account and data after 90 days non-payment

11.   Provider's confidentiality obligations

11.1 The Provider must:

(a)   keep the Customer Confidential Information strictly confidential;

(b)   not disclose the Customer Confidential Information to any person without the Customer's prior written consent [, and then only under conditions of confidentiality [approved in writing by the Customer];

(c)   use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;

(d)   [act in good faith at all times in relation to the Customer Confidential Information]; and

(e)   [not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose].

11.2 The Provider may disclose the Customer Confidential Information to the Provider's [officers, employees, professional advisers, insurers, agents and subcontractors] [who have a need to access the Customer Confidential Information for the performance of their work with respect to the Permitted Purpose and] who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

11.3 Information integrity imposes no obligations upon the Provider with respect to Customer Confidential Information that:

(a)   is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;

(b)   is or becomes publicly known through no act or default of the Provider; or

(c) [is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality].

11.4 The restrictions in information integrity do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognized stock exchange.

11.5 The provisions of information integrity shall continue in force [for a period of [5 years] following the termination of this Agreement, at the end of which period they will cease to have effect].

12. Data protection

12.1 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement [, and that the processing of that Personal Data by the Provider for the Permitted Purpose in accordance with this Agreement will not breach any applicable data protection or data privacy laws.

12.2 To the extent that the Provider processes personal data disclosed by the Customer, the Provider warrants that:

(a) it will act only on instructions from the Customer in relation to the processing of that Personal Data;

(b) it has in place appropriate security measures (both technical and organizational) against unlawful or unauthorized processing of that Personal Data and against loss or corruption of that Personal Data; and

(c) [it will not transfer or permit the transfer of that Personal Data outside the Provider's system without the prior written consent of the Customer].

13. Warranties

13.1 The Provider warrants to the Customer that:

(a) [the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement];

(b) [the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement]; and

(c) [the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement].

13.2 The Provider warrants to the Customer that:

(a)   [the Platform and Hosted Services will conform in all [material] respects with the Hosted Services Specification];

(b)   [the Hosted Services will be free from Hosted Services Defects];

(c)   [the application of Updates and Upgrades to the Platform by the Provider will not introduce any Hosted Services Defects into the Hosted Services];

(d)   [the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs]; and

(e)   [the Platform will incorporate security features reflecting the requirements of good industry practice].

13.3   The Provider warrants to the Customer that the Hosted Services [, when used by the Customer in accordance with this Agreement,] will not breach [any laws, statutes or regulations applicable under law].

13.4   The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person [in any jurisdiction and under any applicable law].

13.5   If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

(a)   modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or

(b)   procure for the Customer the right to use the Hosted Services in accordance with this Agreement.

13.6   The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

13.7   All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

14.   Acknowledgements and warranty limitations

14.1   The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

14.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

14.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems [specified as compatible in the Hosted Services Specification]; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

14.4 The Customer acknowledges that the Provider will not provide any [legal, financial, accountancy or taxation advice] under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

15. Limitations and exclusions of liability

15.1 Nothing in this Agreement will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Agreement:

(a) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

15.3 [Neither party shall be liable to the other party] OR [The Provider shall not be liable to the Customer] OR [The Customer shall not be liable to the Provider] in respect of any losses arising out of a Force Majeure Event.

15.4 [Neither party shall be liable to the other party] OR [The Provider shall not be liable to the Customer] OR [The Customer shall not be liable to the Provider] in respect of any loss of profits or anticipated savings.

15.5 [Neither party shall be liable to the other party] OR [The Provider shall not be liable to the Customer] OR [The Customer shall not be liable to the Provider] in respect of any loss of revenue or income.

15.6 [Neither party shall be liable to the other party] OR [The Provider shall not be liable to the Customer] OR [The Customer shall not be liable to the Provider] in respect of any loss of use or production.

15.7 [Neither party shall be liable to the other party] OR [The Provider shall not be liable to the Customer] OR [The Customer shall not be liable to the Provider] in respect of any loss of business, contracts or opportunities.

15.8 [Neither party shall be liable to the other party] OR [The Provider shall not be liable to the Customer] OR [The Customer shall not be liable to the Provider] in respect of any loss or corruption of any data providing that the Provider has fully complied with its obligations].

15.9 [Neither party shall be liable to the other party] OR [The Provider shall not be liable to the Customer] OR [The Customer shall not be liable to the Provider] in respect of any special, indirect or consequential loss or damage.

16. Force Majeure Event

16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement [(other than any obligation to make a payment)], that obligation will be suspended for the duration of the Force Majeure Event.

16.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue.

16.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

17.1 Either party may terminate this Agreement immediately by giving notice of termination to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

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(v)   convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
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(b)   an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c)   an order is made for the winding up of the other party, or the other party passes a resolution for its winding up [(other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under this Agreement)]; or

(d)   [if that other party is an individual:

    (i)   that other party dies;

    (ii)   as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

    (iii)   that other party is the subject of a bankruptcy petition or order.]

18.   Effects of termination

18.1   Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect.

18.2   Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

18.3   Within [30 days] following the termination of this Agreement for any reason:

(a)   the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and

(b)   the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement,

without prejudice to the parties' other legal rights.

19.   Notices

19.1   Any notice from one party to the other party under this Agreement must be given by one of the following methods:

(a)   By e-mail. Providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

(b)   By using internal company to customer messaging services. Providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

20. General

20.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

20.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

20.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

20.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

20.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

20.6 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21. Interpretation

21.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a)   that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b)   any subordinate legislation made under that statute or statutory provision.

21.2 The Clause headings do not affect the interpretation of this Agreement.

21.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.