

Motorola Solutions UK Limited Standard Terms and Conditions of Sale

These Terms and Conditions of Sale (“**Terms**”) are the standard terms and conditions for the supply of goods and services, as detailed in an accepted purchase order or the SOW (as defined below), by Motorola Solutions UK Limited (“**MSUK**”) to the Buyer.

1. DEFINITIONS

“**Affiliate(s)**” in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time.

“**Agreement**” means these Terms, the SOW and/or any accepted purchase order(s) (as applicable).

“**Authorized Users**” means Buyer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Buyer, and that are not competitors of MSUK, and the entities (if any) specified in the SOW or a proposal, or otherwise approved by MSUK in writing (email from an authorized MSUK signatory accepted), which may include affiliates or other Buyer agencies.

“**Buyer**” means the entity that is purchasing MSUK Products, Software and/or Services.

“**Confidential Information**” means all information marked as confidential or proprietary or with a similar legend or which is clearly intended to be treated as confidential whether disclosed to the other Party or the other Party’s Representatives, directly or indirectly, in writing, verbally or by any other means. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the disclosing Party by submitting a written document to the recipient within thirty (30) days after such disclosure. Information that (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement), (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party, (c) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party’s knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party, or (d) the Parties agree in writing is not confidential or may be disclosed, shall not be considered as Confidential Information.

“**Data Protection Legislation**” means all applicable laws in force from time to time (whether in the United Kingdom or any other jurisdiction) relating to the processing of personal data and privacy, including but not limited to the Data Protection Act 2018, the UK General Data Protection Regulation (“**UK GDPR**”), and if applicable, Regulation (EU) 2016/679 (“**EU GDPR**”).

“**End User Customer**” means the end user customer as defined in the SOW or, if a SOW is not agreed between the Parties, in the accepted purchase order.

“**Force Majeure Event**” means, without limitation, acts of God, flood, drought, earthquake or other natural disaster, an epidemic or pandemic, an act or omission of civil or military authority of a state or nation, strike, lockout or other labour problem, inability to secure, delay in securing or shortage of labour, materials, supplies, transportation or energy, failures of subcontractors or suppliers, or by war, riot, embargo or civil disturbance, breakdown, or destruction of plant or equipment arising from any cause whatsoever or any other cause or causes beyond a Party’s reasonable control.

“**Infringement Claim**” means any claim(s) or lawsuit(s) brought against the Buyer arising from or in connection with any actual or claimed infringement or misappropriation of any MSUK branded Product and/or Software provided under this Agreement which directly infringes a third party patent, design right, copyright or trademark registered in the country in which MSUK originally sold the Product and/or Software to the Buyer.

“**Intellectual Property Rights**” means any patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**MSUK**” means Motorola Solutions UK Limited, a private limited company registered in England and Wales with company number 00912182, its successors and any assignee(s) under this Agreement.

“**Non-Motorola Materials**” means collectively, Buyer or third-party equipment, software, services, hardware, content, and data that is not provided by MSUK.

“**Party**” or “**Parties**” means MSUK and/or the Buyer.

“**Product(s)**” means the goods, equipment and accessories, including software, identified by model/part number in the SOW and/or accepted purchase order.

“**Representatives**” means, in relation to a Party, its employees, directors, officers, agents, contractors, subcontractors, representatives and/or Affiliates, as applicable.

"Services" means any supplementary services to be supplied to the Buyer in relation to the Products and identified in the SOW and/or accepted purchase order.

"Software" means the set of instructions for computers, in executable form and in any media, supplied by MSUK under this Agreement.

"SOW" means the statement of work agreed between the Parties and forming part of this Agreement.

"Terms" means these terms and conditions of sale.

"Warranty Period" means twelve (12) months from date of delivery of the Product or, for batteries, six (6) months from the date of delivery.

2. AGREEMENT

- 2.1 The execution of the SOW and/or the acceptance by MSUK of the Buyer's purchase order shall be subject to the application of these Terms which shall constitute the complete and exclusive statement of the conditions of contract between MSUK and Buyer, except as expressly agreed in the SOW.
- 2.2 Nothing in this Agreement shall authorise the Buyer to hold itself out as an MSUK reseller, distributor, or partner.

3. PRICE, PAYMENT AND DELIVERY

- 3.1 The Buyer shall pay the charges for the Products, Software and/or Services as set out in the SOW or purchase order, as applicable.
- 3.2 The price applicable to the Products, Software and/or any other Services are exclusive of all government value added, sales, use or other like taxes in force from time to time, and any such taxes shall be paid for by the Buyer. Any excise, customs duties or other applicable import taxes shall also be paid for by the Buyer.
- 3.3 Delivery dates are approximate and MSUK shall not be liable for any loss or damage due to its failure to meet a stated delivery date. Delivery may be made by partial shipments. Defects or damage to the Products must be notified in writing to MSUK within five (5) days after delivery or collection. Subject to such notification, the Buyer shall be deemed to have accepted the Products upon their delivery or collection.
- 3.4 All invoices shall be paid within thirty (30) days of the invoice date. The Late Payments of Commercial Debts (Interest) Act 1998, as amended from time to time, shall apply to this Agreement. Payment shall be by bank transfer into the designated bank account notified to the Buyer by MSUK. Credit terms may be offered or withdrawn by MSUK on notice to the Buyer. In addition to and without prejudice to any other claims or rights, MSUK shall be entitled to suspend deliveries without liability if the Buyer, for any reason, fails to pay any sum due to MSUK. MSUK may request, and the Buyer shall on such request provide, security in such form as is reasonably required by MSUK.

- 3.5 All amounts due under this Agreement from the Buyer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 3.6 All Product, Software and Services documentation, information and displays will be in the English language.

4. SERVICES

- 4.1 MSUK shall supply the Services to the Buyer in accordance with the Services expressly set out in the SOW or accepted purchase order (as applicable) (the **"Service Description"**).
- 4.2 Any services performed by MSUK at the direction of the Buyer which are outside the scope of the Service Description will be considered to be additional services (**"Additional Services"**). Additional Services may incur an additional cost in accordance with MSUK's standard time and material rates as published from time to time. Any agreement to perform Additional Services will be in writing.
- 4.3 Where the Buyer has refused the quote for the Additional Services and the Services, in MSUK's opinion, either (a) cannot be provided without the Additional Services, and/or (b) cannot be provided so as to ensure MSUK's applicable quality standards are met, then MSUK shall have the right to refuse the provision of the Services and such refusal shall not be considered a breach of this Agreement.
- 4.4 MSUK reserves the right to amend the Service Description if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services. MSUK shall notify the Buyer in any such event.
- 4.5 The Buyer may request changes to the Services. If MSUK agrees to a requested change, the change must be agreed between the Parties in writing. A reasonable price adjustment may be made.
- 4.6 MSUK shall use all reasonable endeavours to meet any performance dates specified in the SOW or purchase order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.7 MSUK warrants to the Buyer that the Services will be performed with reasonable care and skill and that the Services will materially conform to the Service Description.
- 4.8 Except as expressly provided in these Terms, all other warranties, conditions, undertakings, representations and any other terms, express or implied, whether by statute, common law or in any communication with the Buyer and/or the End User Customer or otherwise are, to the fullest extent as permitted by law, excluded.
- 4.9 As part of the provision of the Services, MSUK may supply the Buyer with certain software and certain

software tools and/or other technical materials developed by MSUK prior to, or independently from, the provision of the Services and/or that MSUK licences from third parties ("**Proprietary Materials**"). The Proprietary Materials are provided 'as is' and MSUK makes no warranty with respect to the correctness, accuracy, suitability or reliability of the Proprietary Materials.

- 4.10 To enable MSUK to perform the Services the Buyer will provide MSUK with reasonable access to any relevant Buyer or End User Customer information, personnel, systems and office space and any such other general assistance as may reasonably be required.
- 4.11 Where the Service Description or a relevant service proposal contains assumptions that affect the Services the Buyer will verify that they are complete and accurate and shall ensure that any dependencies on the Buyer or the End User Customer are discharged.
- 4.12 To the extent that an act or omission of the Buyer and/or End User Customer prevents or impacts MSUK's ability to provide the Services, MSUK shall be relieved of any obligation to provide the Services and shall not be liable for any failure to provide the Services.
- 4.13 If the Buyer delays MSUK's performance of the Services, a modification of the performance schedule or a reasonable price increase may be made.
- 4.14 The Buyer acknowledges and agrees that the provision of the Services may impact or disrupt information systems. MSUK shall not be responsible for any costs in connection with any such disruption of and/or damage to the Buyer's, End User Customer's or any other third party's information systems, equipment or data resulting from the provision of the Services.

5. WARRANTY: PRODUCTS AND SOFTWARE

- 5.1 During the Warranty Period, MSUK warrants to the Buyer that the Products and Software shall be free from defects in workmanship and materials, provided that the Product and/or Software remains unmodified and is operated under normal conditions and in line with the published Product and/or Software specifications. MSUK's sole obligation under this warranty in respect of the Products shall be to provide replacement Products. The Buyer shall be responsible for the costs of returning any Products to MSUK.
- 5.2 In respect of Software, if during the Warranty Period a defect occurs in the Software, MSUK shall, at its option, either correct the defect remotely or send correction software programs which the Buyer and/or the End User Customer shall install. If the Buyer and/or the End User Customer fails to allow remote access and/or install such software programs, the warranty rights with regard to such Software defect shall become void.
- 5.3 MSUK's warranties to the Buyer shall expire if (i) the Product or Software is used in a manner other than normal use, (ii) the Product or Software is attempted to be

repaired or a replacement part is fitted to the Product by anyone other than MSUK, (iii) the Product or Software is connected, attached, used or operated with any ancillary item other than items purchased from MSUK for use with such Product, or (iv) the markings or labelling on the Product have been altered, obscured, removed or otherwise interfered with.

- 5.4 Except as expressly provided in these Terms, all other warranties, conditions, undertakings, representations and any other terms, express or implied, whether by statute, common law, or in any communication with the Buyer and/or the End User Customer or otherwise are, to the fullest extent permitted by law, excluded.

6. TERM AND TERMINATION

- 6.1 Without prejudice to any other right or remedy available to it, either Party may terminate this Agreement or any related Services immediately upon giving written notice to the other Party in the event that the other Party:
 - 6.1.1 commits a material breach of any term of this Agreement and, in the case of a breach capable of remedy, fails to remedy it within thirty (30) days of being required to do so in writing; or
 - 6.1.2 takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to Court for or obtaining a moratorium, being wound up (whether voluntarily or by order of the Court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering into a procedure in any jurisdiction with a similar effect to a procedure listed in this Clause 6.1.2; or
 - 6.1.3 suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.
- 6.2 Without prejudice to any other rights or remedies of MSUK, in the event that the Buyer becomes subject to any of the events listed in Clause 6.1 above, or MSUK reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Agreement on the due date for payment, MSUK may suspend further provision of the Products, Software or Services to the Buyer until, if applicable, such time as any such breach has been remedied.

7. SOFTWARE LICENCE

- 7.1 MSUK may provide the Buyer with Software or Products that contain embedded, pre-loaded, or installed Software. For Software not provided under a separate licence, or where Software is included within a Product, MSUK grants to the Buyer a personal, non-assignable, non-transferable, non-exclusive licence under MSUK's copyrights and Confidential Information embodied in the

Software to use the Software and related documentation for the term of this Agreement. For the avoidance of doubt, there is no grant of any rights to any source code. Any other use of the Software is strictly prohibited and will be deemed to be a material breach of this Agreement.

- 7.2 **End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Buyer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to MSUK Products may apply.

8. INFRINGEMENT CLAIMS

- 8.1 MSUK shall indemnify the Buyer by defending, at its expense, any Infringement Claim provided that (a) MSUK is notified in writing by the Buyer as soon as reasonably practicable as to the existence of any such Infringement Claim, but in no event after MSUK would be prejudiced by a lack of such notice, (b) MSUK is given sole authority and control of the Infringement Claim and its defence, and (c) the Buyer provides all requested assistance and information for resolving and defending the Infringement Claim.
- 8.2 To the extent that the Buyer obtains Products and/or Software subject to an Infringement Claim from multiple suppliers ("**accused Products**"), any obligation to defend and indemnify hereunder shall be limited to a pro-rata cost of defence and remedy or settlement in proportion to the cost to the Buyer of the Products and/or Software compared to the cost to the Buyer of all accused Products.
- 8.3 If a Product and/or Software is subject to an Infringement Claim or, in MSUK's judgement, is likely to become subject to an Infringement Claim, in addition to its obligation to defend and pay damages, MSUK shall, in its sole discretion, (a) obtain a licence for the Buyer to continue the use of or to sell the Product and/or Software, (b) replace or modify the Product and/or Software so as to be substantially functionally equivalent but non-infringing, or (c) require the return of the Product and/or Software and credit the purchase price paid to MSUK by the Buyer for such Product and/or Software, less a reasonable depreciation charge calculated on a three (3) years straight line depreciation basis.
- 8.4 MSUK shall have no obligation to defend or indemnify the Buyer under this Agreement for any alleged or actual infringement arising out of (a) modification of Products and/or Software by anyone other than MSUK, (b) use in connection or in combination with equipment, devices or software not provided by MSUK, (c) use of Products and/or Software in a manner for which they were not designed, (d) compliance with the Buyer's designs, specifications, guidelines or instructions, (e) compliance

with a standard issued by any public or private standards body, or (f) any assertion by a non-practicing entity which maintains no significant manufacturing capability ((a) to (f) together, the "**Excluded Conduct**"). The Buyer shall indemnify MSUK against any claim of infringement that is brought against MSUK based upon or arising out of such Excluded Conduct or arising out of the Buyer's continued use or transfer of Products and/or Software after being given notice to cease such use or transfer.

- 8.5 MSUK shall have no obligation to defend or indemnify the Buyer under this Agreement for Infringement Claims arising in a dispute initiated by the Buyer's assertion of the Buyer's intellectual property against a third party. MSUK shall not be responsible for any compromise or settlement made by the Buyer without MSUK's prior written consent.

- 8.6 This Clause 8 sets out the Buyer's sole and exclusive remedies and MSUK's entire liability for any Infringement Claim. The rights and remedies provided in this Clause are subject to Clause 9 below.

9. LIMITATION OF LIABILITY

- 9.1 Nothing in this Agreement shall be interpreted as limiting either Party's liability to the other for (a) fraud or fraudulent misrepresentation, (b) personal injury or death caused by the negligence of that Party, or (c) any other liability which cannot legally be limited or excluded by applicable law.
- 9.2 MSUK's total liability to the Buyer shall not exceed the total purchase price of the Products and/or Services as set out in the SOW or purchase order (as applicable).
- 9.3 Subject to Clause 8.3, and except for breach of Clause 13 (Confidential Information), Clause 14 (Data Protection) and Clause 15 (Compliance with Laws and Ethics), neither Party shall be liable under or in connection with this Agreement for any loss of profits, loss of revenues, loss of rents, damage to reputation, down or idle time, interest and finance charges, loss of use of goods and damages resulting from loss of use of goods, additional labour costs, material escalation costs, depreciation, rental costs, additional energy costs, loss of productivity and efficiency, loss of production, opportunity costs, loss of anticipated cost savings, lost business or loss of goodwill.

10. REGULATORY COMPLIANCE AND EXPORT CONTROL

- 10.1 The Buyer shall obtain and maintain at its own cost all necessary approvals, permits, registrations and consents required in connection with the Buyer's performance of its obligations under this Agreement and the resale of the Products, Software and Services.
- 10.2 Neither Party shall be liable for any breach of this Agreement resulting, directly or indirectly, from compliance with any regulatory action or decision taken by any competent authority.

11. AUDITS

11.1 During the term of this Agreement, the Buyer shall maintain complete and accurate records relating to its obligations and benefits under this Agreement in addition to where the Products and/or Services are used/installed, for which End User Customer, and in what specific design/configuration. Upon prior written notice, a MSUK selected auditor which is acceptable to the Buyer (acting reasonably) may, during the term of the Agreement, audit and review such records to substantiate the information provided by the Buyer to MSUK under the Agreement. Such audits shall occur no more than twice a year. The Buyer shall preserve books and records for six (6) years for the purposes of this Clause.

11.2 The Buyer shall not use/install the Products or Services in any configuration or design that has not been explicitly approved by MSUK in writing.

11.3 The Buyer agrees to indemnify MSUK and/or its Affiliates, against all claims, proceedings, losses, penalties, damages or actions, and all expenses incidental to any investigation, negotiation or defence thereof, incurred by MSUK and/or its Affiliates and arising out of a breach by the Buyer of Clause 11.2.

12. FORCE MAJEURE

Neither Party shall be in breach nor liable for any delay or default in its performance under this Agreement caused directly or indirectly by a Force Majeure Event. At such Party's option, and following notice to the other Party, that Party's obligations shall be deemed to be suspended for the duration of the Force Majeure Event. Each Party agrees to continue performance of their obligations under this Agreement whenever such Force Majeure Event has concluded.

13. CONFIDENTIAL INFORMATION

13.1 Each Party undertakes that it shall not at any time during the term of this Agreement and for a period of three (3) years after its termination or expiry, disclose to any third party any Confidential Information of the other Party. All Confidential Information remains the property of the disclosing Party and shall not be copied or reproduced without express written permission, except for copies that are absolutely necessary in order to fulfil this Agreement.

13.2 Upon termination of this Agreement or within ten (10) days of receipt of the disclosing Party's written request, the receiving Party must, at its own expense, immediately destroy or return to the disclosing Party all Confidential Information in the receiving Party's possession or control.

13.3 The receiving Party shall restrict disclosure of Confidential Information to only those Representatives who have a need to know such information for the purposes of exercising a Party's rights or carrying out its obligations under or in connection with this Agreement. Such Representatives shall be bound by confidentiality terms substantially similar to those in this Agreement and

each Party shall ensure that its Representatives to whom it discloses the other Party's Confidential Information to will comply with this Clause 13.

13.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by statute, by any governmental or other regulatory authority, or by a Court or any other authority of the competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party prompt written notice of such disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Clause 13.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

13.5 The receiving Party shall use the same degree of care as for its own information of like importance, but at least use reasonable care in safeguarding against disclosure of Confidential Information. The receiving Party shall promptly notify the disclosing Party upon discovery of any unauthorised use or disclosure of any Confidential Information and shall take reasonable steps to regain possession of the Confidential Information and prevent further unauthorised actions or breach of this Agreement.

14. DATA PROTECTION

14.1 Both Parties shall ensure that they and their Representatives shall comply with any applicable Data Protection Legislation.

14.2 MSUK may disclose and/or transfer data (including personal data) and Confidential Information to its suppliers or third party organisations as is necessary for its legitimate performance of this Agreement. By signing this Agreement, the Buyer consents to such disclosure or transfer, including cross border transfers.

15. COMPLIANCE WITH LAW AND ETHICS

15.1 The Buyer warrants that all information provided to MSUK in respect of this Agreement is, to the best of the Buyer's knowledge, complete and accurate. The Buyer will immediately inform MSUK in writing of any material changes to such information, as well as any material changes to the Buyer's ownership.

15.2 Each Party and its Representatives, shall at all times conduct its efforts hereunder in strict accordance with all applicable laws and regulations (including, and especially, the United States Foreign Corrupt Practices Act of 1977, as amended, the United Kingdom Bribery Act 2010, and local anti-corruption laws and laws prohibiting the payment of commercial or private bribes) and with the highest commercial standards. The Buyer agrees to indemnify MSUK and its Affiliates, against all claims, proceedings, losses, penalties, damages or actions, and all expenses incidental to any investigation, negotiation or defence thereof, incurred by MSUK or its Affiliates and arising out of a breach by the Buyer of this Clause 15.

15.3 Breach of this Clause 15 shall be considered a material breach, incapable of remedy and shall entitle the non-breaching Party to terminate this Agreement on immediate notice.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Save as expressly specified elsewhere in this Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.

16.2 If either Party acquires, by operation of law or otherwise, the title to the other Party's Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 16.1 above, that Party shall, upon receipt of the other Party's written request, promptly and without delay, assign in writing to the other Party such Intellectual Property Rights as it has acquired.

16.3 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

17. NOTICES

All notices required to be provided under this Agreement shall be in writing and shall be delivered (a) by the Buyer to MSUK at MSUK's registered office address, and (b) by MSUK to the address provided by the Buyer in the SOW, or if no SOW is agreed between the Parties, on the purchase order.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the laws of England and Wales.

18.2 Each Party irrevocably agrees that the Parties shall be subject to the exclusive jurisdiction of the Courts of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

19. MISCELLANEOUS

19.1 The Buyer acknowledges and agrees that, in entering into this Agreement, it does not rely on, and will have no remedy in respect of, any statement, representation, assurance, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in this Agreement.

19.2 If any provision, or part thereof, of this Agreement is or is held to be invalid, illegal or unenforceable, such provision(s) (or such part) shall be severed and the remainder of the provision(s) shall remain in full force and effect.

19.3 No variation of this Agreement shall be effective unless it is in writing and signed by both Parties.

19.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement, including (but not limited to) Clause 13 (Confidential Information), Clause 14 (Data Protection) and Clause 15 (Compliance with Laws and Ethics), shall remain in full force and effect.

19.5 Nothing in this Agreement is intended to or will operate to create a partnership, joint venture, employer/employee or agency relationship between the Parties. Furthermore, neither Party has the authority to make any representation or warranty or create any obligation of any kind, express or implied, on behalf of the other Party.

19.6 Except as otherwise provided in this Clause, neither Party may assign, delegate or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Any attempted assignment, delegation, or transfer without necessary consent will be void. Notwithstanding the foregoing, MSUK may assign this Agreement to any of its Affiliates and may assign its right to receive payment under this Agreement without the prior consent of the Buyer. In addition, for any MSUK divestiture, sale or other similar transaction (whether by way of merger, asset sale, stock sale, spin-off or otherwise) of a MSUK business, MSUK may, without the prior written consent of the Buyer and at no additional cost to MSUK or to the assignee entity(ies), assign its rights and obligations under this Agreement, in whole or in part, to the assignee entity(ies).

19.7 A third party that is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999, or any similar legislation in any other country, to enforce any term of this Agreement.