

**The One Business Terms and Conditions**Terms and conditions for Business Customers –effective from 24<sup>th</sup> March 2026

It is agreed as follows:

## 1 DEFINITIONS

1.1 The following capitalised terms shall be defined in this Contract as follows:

“Additional Service Charges” means the fees payable by the Customer for additional work outside the scope of the Services or the Provides obligations under this Contract;

“Charges” means the fees payable by the Customer for the Services as more fully described in clause 8 (Charges and Deposits) and the Order Form, including the Connection Charge, Service Charge and Additional Service Charges;

“Committed Term” means the minimum contract period for the Services detailed in the Order Form, which shall commence on the Operational Services Date;

“Confidential Information” means the provisions of this Contract and the Order Form and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, in all cases whether disclosed orally or in writing before or after the date of this Contract;

“Connection Charge” means the fees payable by the Customer for initial connection to the Services, as more fully described in the Order Form;

“Content” means information made available, displayed or transmitted in connection with the Service (including information made available by means of an HTML “hyperlink”, third party posting or similar means) including all trademarks, service marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing;

“Contract” means the Terms and Conditions together with the Order Form and any documents annexed to the Order Form;

“Intellectual Property Rights” means any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom;

“Internet Access Services” means the high-speed internet access services provided by the Provider, as detailed in the Order Form;

“Internet Protocol” or “IP” means the principal communications protocol in the internet protocol suite for relaying datagrams across network boundaries;

“Local Area Network” or “LAN” means a computer network that interconnects computers in a limited area such as a home, school, computer laboratory or office building using network media;

“Managed Router Services” means the Services described as such in the Order Form;

“Marks” means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services;

“Operational Services Date” means the date when the Services are first made available to the Customer at the Site, or when the Customer first uses the Service, whichever is the earlier (unless otherwise detailed in the Order Form);

“Order Form” means the form that sets out the detailed configuration and specification of, the Services and the Charges and any documents annexed to such Order Form

“Provider Equipment” means equipment, cables and any other devices owned by the Provider and which is placed at a Site for the provision of the Services pursuant to the terms of this Contract, as more fully described in the Order Form;

“Provider Network” means network and other infrastructure used by the Provider to provide the Services;

“Renewal Term” has the meaning set out in clause 2.2 (Commencement and Duration of this Contract);

“Service Charge” means the fees payable by the Customer for the Services, as detailed in the Order Form;

“Services” means the Internet Access Services, Managed Router Services or other services provided by the Provider to the Customer as described in documents attached to the Order Form;

“Site” means the place at which the Provider shall provide the Services to the Customer, as detailed in the Order Form.

“Subcontractors” means anyone contracted by the Provider to provide elements of the Services, particularly in relation to installation of the service;

“Subsidiary” has the meaning set out in Section 1159 Companies Act 2006;

“System Administrator” means a person named by the Customer to be the single point of contact for the Provider for matters relating to the provision of the Services;

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“URL” or “Uniform Resource Locator” means the full address for a website on the internet;

“User” means anyone who is authorised by the Customer to use or access the Services, including any customer of the Customer accessing or using the Services through the Customer’s network;

“Working Day” means Monday to Friday, excluding bank or public holidays in England; and

“Working Hours” means 09:00 hours to 18:00 hours on a Working Day.

## 1.2 Interpretation

(a) The headings in this Contract are inserted for convenience only and shall not affect the interpretation or construction of this Contract.

(b) In the event of any conflict, inconsistency or ambiguity between these Terms and Conditions and an Order Form, the following order of precedence shall apply:

(ii) firstly, these Terms and Conditions;

(iii) secondly, the Order Form; and

(iv) thirdly, any other documents attached to the Order Form.

(c) “Party” means either the Provider or the Customer and “Parties” means both the Provider and the Customer;

## 2 COMMENCEMENT AND DURATION OF THIS CONTRACT

2.1 This Contract begins on the Operational Services Date and will continue through the Committed Term and each Renewal Term thereafter until and unless terminated in accordance with the terms of this Contract.

2.2 On expiry of the Committed Term, this Contract shall automatically renew for successive periods of one (1) year (each such period being a “Renewal Term”), unless the Customer provides the Provider with thirty (30) days’ written notice prior to the expiry of the Committed Term or the then current Renewal Term that it wishes to terminate this Contract.

## 3 PROVISION AND USE OF THE SERVICES

3.1 The Provider shall provide the Services in accordance with good industry practice.

3.2 If the System Administrator reports a fault in the Services, the Provider will respond to the fault by carrying out one or more of the following actions:

(a) providing advice by telephone or email, including advice, where appropriate, as to tests and checks to be carried out by the Customer;

(b) where possible, carrying out remote diagnostic checks from the Provider and its suppliers own premises; or

(c) visiting the Site if the Provider's action under clauses 3.2(a) and 3.2(b) does not result in the fault being diagnosed or cleared and where such Site visit is considered necessary by the Provider.

3.3 The Provider will use its reasonable endeavours without undue delay to correct any reported fault in the Services.

3.4 If the Provider performs work to correct a reported fault but confirms that no fault exists, the Customer shall bear any costs associated with such work (and payment of any invoices in relation to such costs shall be subject to the payment requirements set out in this Contract).

3.5 The Provider may from time to time:

(a) change the technical specification of the Services used by the Provider for the provision of the Services for operational reasons, including (without limitation) forced change by the Provider's suppliers, provided that any change to the technical specification does not materially affect the performance of the Customer's Services;

(b) issue instructions to the Customer that it believes are necessary for reasons of health, safety or the quality of the Services provided by the Provider to the Customer and the Customer shall comply with such instructions; or

(c) temporarily suspend the Services because of an emergency or to undertake maintenance or implement improvements to the Services. The Provider will use reasonable endeavours to keep the period of any temporary suspension to a minimum and will restore the Services as soon as possible after the event giving rise to the temporary suspension.

3.6 The Customer may use the Services for its own business purposes, provided always that the Customer (and its Users):

(a) do not use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Services or any operating system;

(b) do not use the Services in a way which infringes the Provider's intellectual property rights or those of any third party in relation to its use of the Services, including by the submission of any infringing materials; and

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(c) do not use the Services to send any communication or material which is illegal, defamatory, offensive or otherwise objectionable, including to spam, or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.

3.7 Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of the Provider under this Contract are solely to the Customer and not to Users or any third party.

3.8 The Provider shall (and shall procure that its Subcontractors shall) comply with the Customer's reasonable Site procedures as previously advised in writing to the Provider prior to commencement of any works at and/or arrival at the Site. In the event of any conflict between the Site procedures and this Contract, this Contract shall prevail.

3.9 The Provider shall comply with the Customer's reasonable instructions in respect of the health and safety of people at a Site, provided that such instructions are notified to the Provider prior the commencement of any works the relevant Site.

3.10 The Provider will normally only require access to a Site during its Working Hours, but may, on reasonable notice to the Customer, require the Customer to provide access at other times. The Provider may agree to work outside the Working Hours, but the Customer must pay Additional Service Charges, as detailed in the Order Form, for working outside the Working Hours.

## 4 CUSTOMER OBLIGATIONS

4.1 The provision of the Services to the Customer is subject to the Customer:

- (a) providing suitable computer hardware, software and telecommunications equipment and related services necessary to access and use the Services;
- (b) providing timely co-operation and support to the Provider in all matters relating to the Services; and
- (c) making available all documents, information, items and materials reasonably required by the Provider to deliver the Services.

4.2 Where the Provider needs to install the Provider Equipment at a Site to enable the Provider to provide the Services, the Customer shall at no charge to the Provider, prior to installation of the Provider Equipment at the Site:

- (a) obtain all necessary consents and permissions (including wayleave agreements from the property owner);
- (b) prepare the Site in accordance with the Provider's instructions (if any);

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(c) make available suitable space and conditions at the Site for the installation of the Provider Equipment; and

(d) sufficient electricity to power the Provider Equipment.

4.3 From the date of installation of the Provider Equipment at the Site, the Customer shall:

(a) be responsible and bear all risk for (but not title to) the Provider Equipment;

(b) not add to, modify or in any way interfere with the Provider Equipment, nor allow anyone else (other than someone explicitly authorised by the Provider) to do the same; and

(c) be responsible to the Provider for any loss of or damage to the Provider Equipment, except where such loss or damage is due to fair wear and tear of the Provider Equipment or is caused by the Provider or its subcontractors.

4.4 If the Customer accesses the Services via a LAN:

(a) the Customer shall provide and maintain a suitable LAN and IP router capable of interfacing satisfactorily with the Services:

(b) the Customer shall configure the IP router;

(c) the Customer shall appoint a System Administrator; and

(d) the Provider shall not be responsible for providing any support to the Customer, whether technical or otherwise, in respect of the Customer's LAN.

4.5 Where IP addresses are allocated to the Customer, these are for use in connection only with the Services and all rights in those IP addresses belong to the Provider. The Customer cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Contract is terminated for any reason the IP addresses will immediately revert to the Provider.

4.6 The Customer shall provide the Provider and its Subcontractors who produce a valid identity card on arrival at the Site, with access to any Site.

4.7 The Customer shall be responsible for:

(a) any access and use of the Services by its Users, including payment of all Charges incurred by the Customer and its Users and compliance with all terms and conditions by the Customer and its Users under this Contract; and

(b) ensuring that the Customer's equipment connected to the Provider's Network conforms to any interface specifications and routing protocols specified by the Provider.

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4.8 The Customer shall procure that the System Administrator reports all faults in the Services to the Provider's helpdesk.

4.9 This Contract for the provision of the Services is between the Provider and the Customer. Where the Customer enters into contracts with its customers which utilise the Services (a "Customer Contract"), the Customer shall remain responsible to the Provider under this Contract for its customer's use of the Services. Each Customer Contract is entirely the Customer's responsibility. The Customer shall:

- (a) include in each Customer Contract conditions of use equivalent to those in this clause 4;
- (b) ensure that its customers have only a single IP address within the Customer's network; and
- (c) provide a support function for the provision of support to its own customers connected to the Customer's network in respect of all faults, queries and complaints regarding their use of the Services via the Customer's network. The Provider shall have no responsibility for provision of support to the Customer's own customers.

## 5 INTELLECTUAL PROPERTY

5.1 As between the Parties, ownership of and all intellectual property rights in any Provider Equipment, operating manuals and associated documentation, materials or data, made available as part of the Services or otherwise generated by or for the Provider in connection with the Services or this Contract (the "the Provider's Intellectual Property") will remain the property of the Provider or its licensors.

5.2 The Provider shall grant the Customer a personal, non-transferable and non-exclusive licence for the term of this Contract to use and to permit its Users to use the Provider's Intellectual Property, solely as necessary for receipt of the Services and solely in accordance with the terms of this Contract.

5.3 Neither Party shall acquire any rights to the other Party's Intellectual Property Rights under this Contract, except the limited rights granted under this Contract.

5.4 Neither Party may use any Marks of the other Party without the prior written consent of the other Party.

5.5 The Provider warrants that it has all rights, authorisations and licences required to provide the Services to the Customer.

## 6 INDEMNITIES

6.1 The Customer shall defend, indemnify and hold the Provider harmless against all claims, proceedings and expenses arising from:

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(a) any actual or alleged infringement by a third party that the Customer's or User's Content infringes a third party's Intellectual Property Rights. In the event of any such infringement or alleged infringement the Customer shall (and shall procure that its User shall) immediately cease any activity which gives rise to the infringement or alleged infringement;

(b) any breach by the Customer (or its Users) of the provisions of clause 4; and

(c) any and all claims by any third party in connection with the access and use of the Services.

6.2 The limitations and exclusions of liability contained in clause 11 (Limitation of Liability) do not apply to matters set out in this clause 6.

## 7 CONFIDENTIALITY

7.1 Each Party shall:

(a) keep in confidence any Confidential Information of the other Party obtained under this Contract; and

(b) not disclose the Confidential Information of the other Party to any person (other than their employees or professional advisers) without the written consent of the other Party.

7.2 This clause 7 shall not apply to any Confidential Information that the Party that wishes to disclose can show:

(a) has been published other than through a breach of this Contract;

(b) is lawfully in the possession of the receiving Party before the disclosure of the Confidential Information under this Contract took place;

(c) was obtained from a third party who is free to disclose it; and

(d) is required to be disclosed under any applicable law or by order or a court or governmental body. In such event, the Party shall notify the other Party in writing of such disclosure.

7.3 This clause 7 will remain in effect for two 3 years after the expiry or termination of this Contract.

## 8 CHARGES AND DEPOSITS

8.1 The Charges for the Services shall commence on the Operational Services Date and are fixed for the Committed Term. At any time after the Committed Term, the Provider may increase the Charges on three [3] months' prior written notice. In the event the Customer

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objects to any such increase, the Customer shall have the right to terminate this Contract by providing a minimum of thirty (30) days' prior written notice, except where the Charges are increased as a result of any annual inflation related increases in charges from the supplier of infrastructure to the Provider.

8.2 All Charges are exclusive of VAT and taxes and shall be calculated in accordance with the Order Form and details relating to the Customer's use of the Services recorded by the Provider. The Provider will add all applicable VAT and taxes to the Provider's invoices as appropriate.

8.3 The Provider may charge daily interest on late payments at a rate equal to three percent (4%) per annum above the base-lending rate of Barclays Bank plc.

8.4 The Customer acknowledges that the Customer may be subject to the Provider's credit vetting procedures and that the Provider may, at any time, require the Customer to provide a guarantee as security for payment of future invoices for the Services.

## 9 DATA PROTECTION AND PRIVACY

9.1 Each Party shall comply with all applicable data protection laws in relation to any personal data processed under or in connection with this Contract.

9.2 Where, and to the extent that, one Party processes personal data on behalf of the other Party, the Parties shall enter into a separate data processing agreement that complies with the requirements of the data protection laws, and governs such processing.

9.3 The Customer acknowledges and accepts that the Provider may, from time to time, be required to monitor the Customer's use of the Services in response to a request from a governmental body in performing its regulatory or statutory functions.

## 10 WARRANTIES

10.1 Each Party warrants, represents and undertakes that:

- (a) it has full capacity and authority to enter into and to perform this Contract;
- (b) this Contract is executed by a duly authorised representative of that Party; and
- (c) once duly executed, this Contract will constitute its legal, valid and binding obligations.

10.2 The Services are provided subject only to the express terms of this Contract. All warranties, conditions and other terms implied by statute, common law or otherwise (including, without limitation, any implied terms as to satisfactory quality, fitness for a particular purpose or non-infringement) are excluded to the fullest extent permitted by law. Without limitation, the Provider specifically denies any implied or express representation that the Services (or any component thereof) will:

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- (a) be fit to operate in conjunction with any hardware items or software products other than with those hardware items and software products that are explicitly identified by the Provider as being compatible with the System;
  - (b) be uninterrupted or error-free; and
  - (c) contain no vulnerabilities, faults or defects.

10.3 The Customer acknowledges and agrees that:

- (a) use of the internet is solely at the Customer's risk; and
- (b) the Provider has no responsibility for any information, software, services or other materials obtained by the Customer using the internet.

## 11 LIMITATION OF LIABILITY

11.1 Neither Party excludes or restricts in any way its liability for:

- (a) death or personal injury resulting from its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be legally excluded or limited.

11.2 Subject to clause 11.1, the Provider is not liable (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract or an Order Form for any:

- (a) any loss of profits, business contracts, anticipated savings, goodwill, or revenue in each case (whether direct or indirect);
- (b) any loss or corruption or destruction of data (whether direct or indirect); and/or
- (c) any special, indirect or consequential loss or damage howsoever arising, whether or not the Provider was advised in advance of the possibility of such loss or damage.

11.3 Subject to clauses 11.1, 11.2 and 11.4, the Provider's Party's total liability to the other Party in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract or an Order Form in each Contract Year shall not exceed 100% of the Charges paid or payable in the Contract Year in which the claim arose.

11.4 Nothing in this clause 11 shall limit the Customer's obligation to pay the Charges due under this Contract.

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11.5 Except as expressly provided in this Contract and to the fullest extent permitted by applicable law:

- (a) the Customer shall be solely responsible, as against the Provider, for any opinions, recommendations, forecasts or other conclusions made or actions taken by the Customer, any client of the Customer or any other third party based (wholly or in part) on the results obtained from the use of the Services by the Customer;
- (b) the Provider shall have no liability for any damage caused by errors or omissions in any information or instructions provided to the Provider by the Customer in connection with the Services; and
- (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this agreement.

## 12 FORCE MAJEURE

12.1 Neither Party will be liable for performance of its obligations that are delayed or prevented due to an event which is unpredictable, unforeseeable, irresistible and beyond the Parties' reasonable control, such as any extreme or severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riots, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the affected Party.

12.2 In the event of:

- (a) a refusal or delay by a third person to supply a telecommunications service to the provider, not limited to suppliers of infrastructure services and where there is no alternative services available at reasonable cost; or
- (b) the Provider being prevented by restrictions of a legal or regulatory nature from supplying the Service,

the Provider will have no liability to the Customer for failure to supply the Service.

12.3 If any of the events detailed in clauses 12.1 and 12.2 continue for more than thirty (30) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

## 13 TERMINATION

13.1 Either Party may terminate this Contract immediately on notice if the other Party:

- (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the material breach within thirty (30) calendar days of receipt of a written notice from the other Party;

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- (b) commits a material breach of this Contract which cannot be remedied; or
  - (c) becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets.

13.2 In addition to its rights under clause 13.1, the Customer may terminate this Contract in accordance with the provisions of:

- (a) clause 2.2 (Commencement and Duration of this Contract); and
- (b) clause 8.1 (Charges and Deposits).

13.3 In addition to its rights under clause 13.1, the Provider may terminate this Contract at any time without payment of compensation or damages to the Customer on six (6) months' prior written notice to the Customer.

13.4 If the Provider is entitled to terminate this Contract under clause 13.1(a) or 13.1(b), the Provider may at its sole discretion elect to suspend the Services, on giving prior notice to the Customer, where practicable. Any suspension of the Services by the Provider in accordance with this clause 13.4 shall be without prejudice to its termination rights.

13.5 Without prejudice to the Provider's other rights and remedies, if this Contract terminates before expiry of its Committed Period or Renewal Term on account of a breach by the Customer, then the Customer shall be liable to pay, by way of compensation, the following termination Charges (excluding VAT):

- (a) the Connection Charge if the Customer has not already paid it; and
- (b) the complete Service Charge for the remainder of the Committed Period or Renewal Term.

## 14 CONSEQUENCES OF TERMINATION

14.1 The termination or expiry of this Contract will be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination.

14.2 On termination of this Contract for any reason whatsoever:

- (a) the relationship of the Parties will cease and any rights or licences granted under or pursuant to this Contract will cease to have effect save as (and to the extent) expressly provided for in this clause 14;
- (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;

(c) the Customer shall permit the Provider to enter the Site to remove the Provider Equipment from the Site;

(d) subject to clause 14.2(e) each of the Parties shall immediately return to the other Party (or, if the other Party so requests by notice in writing, destroy) all of the other Party's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information;

(e) if a Party is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by clause 14.2(d), it shall notify the other Party in writing of such retention, giving details of the documents or materials that it must retain; and

(f) The Provider may submit invoices for any Services that it has supplied but for which no invoice has previously been submitted, and the Customer shall pay these invoices immediately on receipt.

14.3 If the Customer fails to make available the Provider Equipment as required or if, on termination, such Provider Equipment returns it damaged beyond fair wear and tear, the Customer shall pay on demand:

(a) all costs and expenses reasonably incurred by the Provider in locating, recovering, repairing, or replacing the Provider Equipment; and

(b) a daily charge at the applicable then-current rental or use rate for the Provider Equipment for the period from termination or required return date (whichever is earlier) until the date of actual return or payment of full replacement value, whichever occurs first.

## 15 VARIATION

15.1 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 16 TRANSFER OF RIGHTS AND OBLIGATIONS

16.1 The Provider reserves the right to assign all or part of the Contract at any time to any Group Company of the Provider which can sufficiently execute the obligations of the Provider under this Contract, subject to providing the Customer with prior written notice of such assignment. Any other assignment requires the prior written agreement of the Customer, which will not be unreasonably withheld.

16.2 This Contract will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.

16.3 The Provider may subcontract the performance of any of its obligations under this Contract without the consent of the Customer. Any subcontracting by the Provider shall not relieve the Provider from any of its obligations to the Customer under this Contract.

## 17 NOTICES

17.1 All notices given under this Contract shall be in writing, sent by prepaid post, personal delivery or email to the contact details shown on the Order Form.

17.2 Any notice shall be deemed to have been received:

(a) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or

(b) if sent by email, at the time of transmission, or, if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

## 18 LAW AND JURISDICTION

18.1 This Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by the laws of England and Wales.

18.2 All disputes or claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the Parties irrevocably submit.

## 19 MISCELLANEOUS PROVISIONS

19.1 Entire Agreement: This Contract and all documents annexed to it contains the entire agreement between the Parties with respect to its subject matter and supersedes any prior arrangement, understanding or written or oral agreements between the Parties in relation to such subject matter.

19.2 Acknowledgement: The Parties acknowledge that this Contract has not been entered into wholly or partly in reliance on, nor has either Party been given any statement, promise, representation, warranty or other assurance not expressly incorporated into this Contract. All warranties, conditions, terms and representations not set out in this Contract whether implied by statute or otherwise are excluded to the extent permitted by law.

19.3 No Waiver: Except as otherwise specifically provided in this Contract, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Contract will operate as a waiver of any right, power or privilege. Any waiver of any breach of this Contract shall be in writing. The waiver by either party of any breach of this Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

19.4 Severance: If any provision of the Contract is held to be invalid or unenforceable, it will be severed from the Contract, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.

19.5 Survival of Obligations: The Parties' rights and obligations, which, by their nature would continue beyond the termination or expiration of this Contract, will survive termination or expiration of this Contract.