

VENDOR AGREEMENT MODULE
TERMS & CONDITIONS: TC

1. DEFINITIONS

"Applicable Data Protection Law" means all directives, laws, rules, regulations, governmental requirements, codes as well as international, federal, state, provincial laws applicable to the processing and storage of personal information.

"Authorized Users" means all persons authorized by CWT or any of its Affiliates, including contractors, outsourcing vendors and/or other third parties identified and nominated by CWT or any of its Affiliates, including pursuant to Supplementary CWT Utilisation Rights, to access and use Licensed Software and/or Cloud Services.

"Cloud Services" means the on-demand rapidly configurable shared pool of flexible computing resources including networks, servers, data storage, applications, software, hosting and storage services and Cloud Software, virtual machine, machine learning, AI instances and related services for remote network access and use to be provided and fulfilled by Vendor as detailed in a SOW pursuant to this Agreement.

"Cloud Software" means the Vendor software application or applications and any third-party or other software, including SAAS, and all new versions, updates, revisions, improvements, and modifications, that Vendor provides remote access to and use of as part of the Cloud Services.

"Confidential Information" means any commercially sensitive, proprietary or otherwise confidential information or data relating to a Party which is not in the public domain including all Work Product and the existence and terms of this Agreement.

"CWT Affiliates" means, with reference to CWT any company or other legal entity which: (i) controls, CWT; or (ii) is controlled, by CWT; or (iii) is controlled by a company or entity which controls CWT. For these purposes, "control" means the right to exercise more than fifty percent (50%) of the voting or similar right of ownership; but only for so long as such control shall continue to exist.

"CWT Data" means all User Data and any and all information, data, materials, works, expressions, or other content, including any that are (i) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of CWT or any Authorized User for Processing by or through Licensed Software and/or Cloud Services or (ii) collected, downloaded, or otherwise received by Vendor from CWT or any Authorized User pursuant to the Agreement or at the written request or instruction of CWT or such Authorized User, including output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, or derived therefrom.

"CWT Systems" means the information technology infrastructure, including the computers, software, databases, electronic and technology systems (including database management systems), infrastructure and networks, of CWT and CWT Affiliates.

"Documentation" means all documentation relating to any products and services under this Agreement, including all user manuals, operating manuals and other instructions, specifications, documents, and materials, in any form or media, that describe any component, feature, requirement, or other aspect of the Products and Services, including functionality, installation, testing, operation, or use.

"Hardware" means physical tools, machines, equipment, cabling, parts and related or supporting devices to be provided and fulfilled by Vendor as detailed in a SOW pursuant to this Agreement.

"Harmful Code" means any technologies, devices or means, the purpose or effect of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (1) computer, software, firmware, hardware, system or network, or (2) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (ii) prevent any access or use Vendor products or services by or on behalf of CWT as intended by the Agreement, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device or hardware device designed to disable a computer program or system automatically with the passage of time or under the positive control of any person, or otherwise deprive CWT of its lawful right to use such computer, systems, software, product or service.

"IPR" or "Intellectual Property Rights" means all intellectual property or proprietary rights including, patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Licensed Software" means usage and/or other related licenses granted for a temporary or permanent period in respect of a collection of computer data, programs, procedures and/or algorithms for directing a computer to achieve particular outcomes, including all machine-readable materials to be provided and fulfilled by Vendor as detailed in a SOW pursuant to this Agreement.

"Losses" means any claim, suit, action, legal proceedings, judgment, settlements, sanction, fine, penalty, award, liability, loss, cost, injury, expense and/or damage of whatever kind or character, including reasonable professional fees incurred in connection therewith.

"Maintenance Release" means any update, upgrade, release, or other adaptation or modification of Licensed Software and/or Cloud Software that Vendor generally provides to its customers during the Term, which might contain, among other things, error corrections, enhancements, improvements, or other changes to user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of Licensed Software and/or Cloud Software.

"Modification" means any Maintenance Release or New Version of the Cloud Software and/or Licensed Software.

"New Version" means in respect of Cloud Software any new version of the Cloud Software as may be updated by Vendor from time to time and in respect of Licensed Software any new version of Licensed Software that the Vendor may from time to time introduce and market generally as a distinct licensed product, as might be indicated by Vendor's designation of a new version number

"Party" or "Parties" means CWT and Vendor.

"Process" means to perform any operation or set of operations on any data, information, material, work, expression, or other content. "Processing" and "Processed" have correlative meanings.

"Professional Services" means consulting, advisory, software and solution development and other professional services to be provided and fulfilled by Vendor as detailed in a SOW pursuant to this Agreement

"Services" means Professional Services, Support and Maintenance Services, Cloud Services or other services to be provided and fulfilled by Vendor as detailed in a SOW pursuant to this Agreement.

"Source Code" means the human readable source code of that Licensed Software and/or Cloud Software or other software Work Product to which it relates, in the programming language in which such Licensed Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, such Licensed Software and/or Cloud Software and/or other software Work Product.

"SOW Term" means the term of the SOW which shall begin on the commencement date stated in the relevant SOW and continue in effect for the agreed term or until the SOW Completion Date stated in the SOW unless terminated earlier pursuant to the Agreement.

"Specifications" means the specifications set forth in the applicable SOW or alternatively in the case of Professional Services, CWT's reasonable satisfaction.

"Substitute Personnel" means suitably qualified individuals of Vendor's choosing designated to replace any Vendor Personnel.

"Supplementary CWT Utilisation Rights" means usage, utilisation, receipt and/or benefit or other related rights granted to CWT related companies other than CWT Affiliates following those of CWT under the Agreement as detailed in the relevant Module MM and/or SOW.

"Support & Maintenance Services" means provision of diagnostic, troubleshooting, maintenance, management and repair, including physical components, services and/or updates and upgrades to a computer system, platform or device either onsite or remotely via the Internet, to be provided and fulfilled by Vendor as detailed in a SOW pursuant to this Agreement

"User Data" means any and all information reflecting the access or use of the Cloud Services and/or Licensed Software, including any end user profile, visit, session, impression, click through or click-stream data and any statistical or other analysis, information, or data based on or derived from any of the foregoing.

"Vendor Affiliates" means, with reference to Vendor any company or other legal entity which: (i) controls, Vendor; or (ii) is controlled, by Vendor; or (iii) is controlled by a company or entity which controls Vendor or which otherwise provisions Services, Licensed Software or Hardware under this Agreement. For these purposes, "control" means the right to exercise more than fifty percent (50%) of the voting or similar right of ownership; but only for so long as such control shall continue to exist.

"Vendor Background IPR" means IPR or other similar rights independently developed by or on behalf of or otherwise owned by or licensed in favour of Vendor prior to the Effective Date of this Agreement or the applicable SOW or otherwise principally developed or licensed outside the scope of the Agreement to support Vendor's general business operations, products and/or services.

"Vendor Personnel" means Vendor's employees, agents, contractors, consultants, officers, representatives or designated third parties which are engaged by Vendor to support or deliver provisioning under this Agreement and applicable SOW.

"Vendor Systems" means the information technology infrastructure, including all computers, software, databases, electronic systems and networks used by or for Vendor to access the CWT Systems or otherwise in connection with the Services.

“Work Product” any work product, reports, documents, IPR, bespoke software and/or solution development created by Vendor pursuant to this Agreement principally for CWT or which would not have been developed or created, without financial support from CWT.

2. VENDOR ENGAGEMENT AND SCOPE OF WORK

- 2.1 Vendor represents and warrants that it has full power and authority to enter into and perform this Agreement and each SOW on behalf of itself and all Vendor Affiliates;
- 2.2 Vendor represents and warrants that all Vendor Affiliates shall at all times through the Term comply with all obligations of Vendor detailed in this Agreement as their own primary obligations; Vendor shall be jointly and severally liable for all Vendor Affiliates;
- 2.3 Vendor shall, and shall procure that Vendor Personnel shall, at all times throughout the Term:
 - 2.3.1 perform this Agreement and each SOW and comply with all terms of the Agreement, including all relevant modules, and all CWT policies and procedures notified to Vendor from time to time;
 - 2.3.2 meet any timetables, milestones, deadlines, service levels, provide deliverables and/or any other terms agreed with CWT in any SOW;
 - 2.3.3 comply with and perform in accordance with applicable Documentation and/or Specifications;
 - 2.3.4 arrange provisioning of any SOW in a professional and timely manner with due care and skill, in accordance with good industry practice using best efforts to promote the interests of CWT and its Affiliates
 - 2.3.5 commit proportionate additional resources if needed to assure proper performance and re-perform on reasonable request from CWT;
 - 2.3.6 provide any services, functions, activities and responsibilities not expressly specified in a SOW but which are reasonably and necessarily required for, or related to, proper Vendor SOW performance and provisioning;
 - 2.3.7 ensure that any product, service or Work Product provisioned under the Agreement and any SOW is free from Harmful Code and take reasonable measures not to introduce Harmful Code.
- 2.4 CWT warrants that it has authority to execute and if necessary, enforce this Agreement on behalf of and for the benefit of itself and CWT Affiliates.
- 2.5 All CWT Affiliates shall derive the fullest possible rights in relation to usage, utilisation, receipt and/or benefit of Services, Licensed Software, Work Product and/or Hardware provisioning under this Agreement as further defined in the relevant SOW. In addition the Parties agree that Supplementary CWT Utilisation Rights shall apply throughout the relevant Term.
- 2.6 The Parties agree that this Agreement is non-exclusive and CWT is under no obligation to place any SOW under this Agreement.

- 2.7 The Parties may execute one or more SOW including content agreed from time to time relating to the provision of Services, Licensed Software and or Hardware by Vendor.
- 2.8 All SOW executed by the Parties shall be subject to the terms of the Agreement.
- 2.9 Vendor is deemed an independent contractor and is not an agent or employee of CWT. Vendor and CWT do not intend to create a joint venture, partnership agency, employment or other relationship.

3. APPLICABILITY, COMPATIBILITY, PRIORITY AND EXCLUSION OF TERMS

- 3.1 General terms modules shall be of general application to all products and services. Where a SOW specifies products and services in multiple categories, multiple product and service terms modules shall apply, each in respect of those products or services to which it relates.
- 3.2 In case of any questions of compatibility of terms an interpretive approach which promotes compatibility of different terms on the same subject matter shall be adopted to the greatest extent possible or in the alternative alternatively an additive approach will be adopted such that several terms may be applicable to the same subject matter.
- 3.3 In case of conflict between different product and service terms modules or interpretation around which product and services terms apply or are definitive with respect to particular provisioning under a SOW CWT and Vendor shall co-operate to determine a reasonable resolution.
- 3.4 For other cases in case of conflict between applicable terms of different modules on the same subject matter the following order of priority shall apply:
 - 1. General Terms
 - 2. Product and Service Terms
 - 3. SOW
- 3.5 If exceptionally CWT agrees to adopt part or all of a vendor generated terms as part of a SOW, any legal terms such as indemnities, waivers, representations, limitations of liability etc shall be excluded from such SOW to the maximum extent permitted by applicable law. Vendor and CWT agree that as these topics are comprehensively addressed by other Agreement modules, representing the entire agreement of the Parties on such matters, any wording on these topics shall not apply even if such SOW is signed.

4. ACCEPTANCE PROCESS AND PAYMENT OF FEES

- 4.1 Acceptance under any SOW shall be subject to written approval by CWT at CWT's sole discretion.
- 4.2 Any work not accepted by CWT shall be rectified by Vendor at no additional cost within 14 calendar days of defect notification by CWT or as otherwise agreed in writing by the parties.
- 4.3 Additional acceptance terms may be set forth in any product and services module and/or SOW.
- 4.4 In consideration of Vendor's provisioning under any SOW, CWT shall pay Vendor's fees and expenses as detailed in, and in accordance with the milestones or other similar conditions set out in, such SOW.

- 4.5 CWT shall make payment of all undisputed invoices within 45 calendar days from the date of invoice receipt.

5. TERM, TERMINATION & EXIT ASSISTANCE

- 5.1 The Agreement shall be effective on and from the Effective Date and all of its terms and conditions shall be effective at all times throughout the Term. Each SOW shall be effective for the designated SOW Term. CWT may terminate this Agreement and/or any SOW by giving not less than 30 calendar days prior written notice to Vendor.
- 5.2 Upon termination, CWT has no further liability or obligation to Vendor except to pay fees incurred pursuant to any terminated SOW prior to the termination effective date. In the case of a fixed price SOW termination CWT shall only be liable to pay a pro-rated sum for work undertaken prior to the termination effective date.
- 5.3 If the entire Agreement is terminated, all active SOWs shall automatically terminate on the Agreement termination effective date, unless otherwise agreed in writing.
- 5.4 Without prejudice to any other rights, either Party may end this Agreement at once by written notice to the other if:
- 5.4.1 the other commits a material breach of this Agreement and the breach (if capable of being remedied) remains unremedied for 30 calendar days from written notice.; or
 - 5.4.2 the other Party becomes insolvent or bankrupt or makes a written statement that it is unable to pay its debts as they become due or final judgment remains unsatisfied.
- 5.5 Termination or expiry of this Agreement or any individual SOW shall not affect a Party's accrued rights or obligations as at the effective date of such expiry or termination.
- 5.6 Upon termination or expiration of this Agreement and/or any SOW Vendor shall, at no additional cost to CWT, provide all reasonable co-operation in transitioning to a new / replacement vendor in an orderly and timely manner. Vendor shall prepare and maintain a transition plan available on request from CWT throughout the term and work co-operatively with CWT to address any additional requirements defined by CWT at or around the time of termination.

6. CONFIDENTIAL INFORMATION

- 6.1 CWT in respect of CWT Affiliates and Vendor in respect of Vendor Affiliates, employees, officers, directors and agents shall, keep confidential and not disclose any Confidential Information to a third party except solely as necessary to perform its obligations under this this Agreement or with the written consent of the other Party.
- 6.2 No confidentiality restriction in this Agreement shall apply to information that is (i) in the public domain, (ii) lawfully obtained from a third party who is entitled to disclose such information or (iii) independently developed by the other Party without reference to such Confidential Information.
- 6.3 Each Party shall protect Confidential Information by employing security controls and measures aligned with those applied to their own confidential information based on industry good practice and as may be further detailed in this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 7.1 All data, information, materials provided to Vendor by CWT under this Agreement or any SOW, including CWT Data are and shall remain the sole and exclusive property of CWT as sole owner or as custodian of such data, information, materials on behalf of a third party.
- 7.2 Vendor will at all times retain ownership of all IPR in Vendor Background IPR.
- 7.3 All Work Product delivered to CWT pursuant to this Agreement and applicable SOW, shall be in all respects the sole and exclusive property of CWT.
- 7.4 All IPR in the Work Product shall also be the sole and exclusive property of CWT and Vendor shall procure the waiver of any moral or performance rights in the Work Product.
- 7.5 All Work Product shall be considered work made for hire under copyright laws and authorship shall immediately vest in CWT. To the extent any Work Product does not qualify as work made for hire under copyright or other laws, Vendor hereby assigns all IPR in the Work Product to CWT.
- 7.6 At CWT's request, Vendor shall, and shall cause Vendor Personnel and their respective contractors and agents to, take all reasonable efforts, including executing and delivering documents and delivery and/or transmission of machine-readable code and/or source code to facilitate CWT's ownership and full enjoyment of all such Work Product and all IPR therein.
- 7.7 CWT shall be free to use and exploit rights in the Work Product without compensation to Vendor beyond the agreed price set forth in the applicable SOWs to this Agreement.
- 7.8 Vendor hereby grants CWT a perpetual, non-exclusive, non-revocable, fully paid-up, worldwide license to use Vendor Background IPR, and sublicense its use to the extent required for CWT to use and to obtain the intended benefit of the Services, Licensed Software, Hardware and/or Work Product as detailed in the relevant SOW.
- 7.9 To the greatest extent possible Vendor shall not include any information or materials that are subject to any third party's rights in any Work Product. If Vendor includes any such third-party materials in any Work Product, Vendor hereby grants, and shall cause all applicable third parties to grant, CWT a non-transferable (except as otherwise provided by the Agreement), perpetual, non-exclusive, fully paid-up, and worldwide license to use Vendor IPR and any such third-party materials, and to sublicense such use to others, as required or helpful for CWT to use and to obtain the full enjoyment such Work Product.
- 7.10 Vendor represents and warrants that all Services, Licensed Software, Hardware and Work Product provided under this Agreement throughout the Term:
 - 7.10.1 are fully supported by Vendor having obtained and maintained in good standing appropriate licenses, permissions, rights or consents to use third party IPR in respect of all included elements, technologies or components;
 - 7.10.2 shall not infringe the IPR of any third party at any time;

8. VENDOR PERSONNEL

- 8.1 Vendor shall comply with CWT's requests regarding the selection and assignment of Vendor Personnel.
- 8.2 Upon the reasonable written request of CWT, Vendor shall promptly replace any Vendor Personnel.
- 8.3 After 45 calendar days' prior written notice to CWT, Vendor may substitute any Vendor Personnel with Substitute Personnel.
- 8.4 Vendor acknowledges that CWT may refuse to accept Substitute Personnel, if CWT determines in its sole discretion that Substitute Personnel have insufficient qualification or expertise.
- 8.5 CWT may terminate the Agreement with immediate effect, without further liability or obligation to Vendor, should CWT refuse Substitute Personnel.
- 8.6 If CWT accepts Substitute Personnel, then Substitute Personnel will be considered Vendor Personnel for purposes of the Agreement.
- 8.7 Vendor shall, and shall cause Vendor Personnel, to take any training that CWT may reasonably require from time to time.
- 8.8 Vendor agrees to co-operate and participate to enable CWT to undertake its standard company background checks with respect to Vendor's Personnel. At CWT's request, Vendor shall undertake backgrounds on Vendor Personnel as permitted under applicable law.

9. SOURCE CODE ESCROW AND TRANSFER

- 9.1 CWT may at any time request that such part of the Source Code in the Vendor solution required to provide CWT with continuity of access to the Vendor solution in the event of Vendor's insolvency and/or intended withdrawal of the Vendor solution from general commercial distribution be deposited and retained for safekeeping with a reputable approved third party escrow provider on terms agreed between CWT and Vendor.
- 9.2 Where CWT determines that a Source Code escrow arrangement is mandatory prior to commencement of services particulars will be set out in the relevant SOW and will be documented if needed in more detail in a supplementary escrow agreement.
- 9.3 If, after the Effective Date, CWT reasonably anticipates vendor solvency issues or otherwise determines that Source Code escrow or even Source Code transfer needs to be established to assure integrity, resiliency and continuity of CWT core business operations Vendor a relevant SOW may be updated with escrow information and/or supplementary escrow agreement established.

10. INDEMNIFICATION

- 10.1 Vendor shall indemnify, defend and hold harmless CWT, and its and their officers, directors, shareholders, members, managers, employees and agents from and against any Losses, resulting from any:

10.1.1 third party claims against CWT that any provisioning by under this Agreement by Vendor infringes the IPR of a third party; and

10.1.2 breach of the confidentiality, responsible supplier code, data protection and information security obligations set forth in this Agreement.

10.2 In the event of infringement of any third party IPR, CWT shall have the right to either ask Vendor to provide a non-infringing alternative or to modify the product or service so it becomes non-infringing.

11. ACCESS TO AND USE OF CWT SYSTEMS AND CWT DATA

11.1 CWT shall permit Vendor access to CWT staff and resources which may include CWT Systems and CWT Data to the minimum extent necessary for Vendor to arrange provisioning as specified in the applicable SOW.

11.2 If, in order to arrange provisioning as detailed in one or more SOW, Vendor seeks access to CWT Systems licensed by CWT from third parties Vendor shall provide prior notice in writing and seek to initiate a review of relevant access and use rights. The Parties shall work co-operatively to secure any required use rights, whether through pre-existing use / license rights, scope extension/s and/or Vendor arranging use and or access rights directly, subject to relevant commercial agreement.

11.3 Subject to the terms and conditions of this Agreement, CWT hereby grants Vendor a limited, royalty-free, fully-paid up, non-exclusive non-transferable and non-sublicensable (except as provided in the Agreement) license to Process the CWT Data, strictly as instructed by CWT and solely as necessary to provide the products and services for CWT's benefit as provided in this Agreement and relevant SOW for so long as CWT or any Authorized User uploads or stores such CWT Data for Processing by or on behalf of the Vendor on the Vendor's systems.

11.4 Under no circumstances shall Vendor seek or attempt to arrange access or processing beyond the minimum extent necessary to achieve agreed provisioning with CWT and shall at all times inform and refer to CWT regarding access arrangements to update and minimise relevant access permissions and processing of CWT Data.

11.5 Vendor warrants that Vendor Systems are and will remain free of Harmful Code and that by integrating, connecting or arranging access between CWT Systems and Vendor Systems Vendor shall under no circumstances introduce Harmful Code into any CWT System.

12. COMPLIANCE WITH LAWS

12.1 Each Party shall comply with all applicable laws and regulations in performing this Agreement including, but is not limited to Applicable Data Protection Law.

13. FORCE MAJEURE

13.1 Neither party shall have any liability to the other for any delay, omission, failure or inadequate performance in the event of national emergency, war, prohibitive governmental regulations. Where Vendor is so affected it will notify CWT in writing as soon as is reasonably possible.

13.2 in no event will any of the following constitute a Force Majeure Event: shutdowns, disruptions, or malfunctions of Vendor Systems or any of Vendor's telecommunication or internet services

other than as a result of general and widespread internet or telecommunications failures that are not limited to Vendor Systems.

14. MISCELLANEOUS

- 14.1 This Agreement shall be exclusively governed by the laws of England and Wales if Vendor's registered office is located in Europe, Middle East, or Africa region; or Singapore if Vendor's registered office is located in the Asia Pacific region; or the State of New York, USA if Vendor's registered office is located in the Americas region.
- 14.2 All disputes shall be resolved under the corresponding country of the applicable and governing law.
- 14.3 All notices under this Agreement shall be in writing and shall be deemed to be given when mailed by certified or registered mail, or personal delivery, to the addresses of the Parties specified in the Agreement unless a different address is later specified.
- 14.4 The failure by either Party exercise any right, power or privilege hereunder or under law shall not constitute a waiver of any other right in any instance. All waivers by either Party must be contained in a written instrument signed by the Party to be charged.
- 14.5 If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed modified to the extent necessary to render the remainder of this Agreement valid.
- 14.6 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of an authorised representative of each of the Parties.
- 14.7 This Agreement, including incorporated modules and SOW's, constitutes the entire understanding and agreement between the Parties concerning their subject matter.
- 14.8 This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which together constitute a single document. Signature whether delivered by facsimile or e-mail transmission shall have the same effect as actual signature.
- 14.9 Vendor shall not publicize its relationship with CWT or the terms of this Agreement or any SOW or provisioning thereunder without the express prior written consent of CWT, which may be granted or withheld in CWT's sole and absolute discretion.
- 14.10 With the exception of the right of those parties with utilisation rights under this Agreement derived through CWT, including CWT Affiliates and Supplementary CWT Utilisation Rights all such rights exercisable on their behalf by CWT no term of this Agreement is enforceable by a person who is not a party to this Agreement.
- 14.11 With the exception of the rights of those parties with utilisation rights under this Agreement derived through CWT, including CWT Affiliates and Supplementary CWT Utilisation Rights, no right or obligation under this Agreement may be assigned, transferred or delegated by either Party without the prior written consent of the other Party.