

MARKET RESOURCE PARTNERS

SOFTWARE AND SERVICES TERMS AND CONDITIONS

FOR PARTNERS

1. DEFINITIONS AND INTERPRETATION

Affiliate(s): shall mean any person or entity that now or in the future, directly or indirectly Controls, is Controlled with or by or is under common Control with a party. For the purposes of this definition "Control" shall mean direct or indirect ownership or control of more than 50% of the voting interests in the subject.

Authorised Users: those employees and independent contractors of the Customer who are bound by terms with the Customer substantially equivalent to those contained herein and are entitled to use the MRP Prelytix Platform under these Conditions.

Auto-Renewal Period: a successive period equal in duration to the Initial Period or such other duration as set out in the applicable Statement of Work.

Conditions: means these software and services Terms and Conditions as amended from time to time in accordance with Clause 16.7.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 11 or would reasonably be considered confidential based upon the nature of the information or the circumstances surrounding its disclosure.

Customer Contact: the individual(s) appointed by the Customer to serve as MRP's primary contact(s) under these Conditions.

Customer Data: a copy of the Customer's original data submitted by or on behalf of the Customer to MRP for the purposes of the Services.

Data Protection Law and Regulations: means all applicable laws and regulations of the European Union, the European Economic Area and their member states regarding processing of Personal Data.

Deliverable: an output from the Services including any materials newly invented, developed, or created by MRP for the Customer.

Effective Date: the last date of signing of the applicable SOW or the date of commencement of Services (if earlier).

Fees: the charges due and payable by the Customer to MRP in respect of the Services and any other charges which may become due and payable pursuant to these Conditions and which shall be calculated in accordance with the applicable Statement of Work.

Initial Period: the initial term of a Statement of Work.

Intellectual Property Rights: (a) copyrights, including moral rights, registrations and applications for registration thereof; (b) computer software programs, data and documentation, database rights and domain names; (c) patents, patent applications and all related continuations and registrations thereof; (d) trade secrets, know-how, designs, prototypes, enhancements, improvements, work-in progress, research and development information; (e) other proprietary rights

relating to the foregoing and all equivalent rights or forms of protections which subsist now or in the future in any part of the world.

Lists: means targeted prospects lists, intent data or lead intelligence data.

MRP Contact: the individual(s) appointed by MRP to serve as the Customer's primary contact under these Conditions.

MRP Prelytix Platform or Prelytix: MRP's predictive customer acquisition software as a service platform or any successor to it by whatever name known.

Named Customer: means the Customer's client specifically named in the SOW.

Services: means certain marketing and/or data analytics services provided by MRP under these Conditions as identified in a Statement of Work. The Services may include access to the MRP Prelytix Platform (solely for the Authorised Users).

Statement of Work or SOW: a document specifying the Services to be provided to the Customer hereunder.

Service Term: means the period for which Customer has purchased a subscription for the Services (made up of the Initial Period and any Auto-Renewal Period(s)) as further set out in the SOW.

1.2 The parties agree that (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (c) unless the context otherwise requires, words in the singular shall include the plural and vice versa (d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time (e) a reference to writing or written includes faxes and e-mail; (f) to the extent that there is a conflict between the terms contained in these Conditions and any Statement of Work, the conflict shall be resolved by interpreting the provisions in the following order of priority: (i) these Conditions, (ii) the Statement of Work.

2. SERVICES

2.1 These Conditions shall govern the supply of services by MRP Customer under a SOW. SOWs become binding when signed (either manually or electronically) by both parties. Each Statement of Work will be governed by these conditions.

2.2 These Conditions shall not prevent MRP from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services to third parties which are similar to those provided under these Conditions.

3. USE OF SERVICES, DELIVERABLES AND LISTS.

3.1 Customer agrees that it will not use the Services, Deliverables or Lists for purposes that are not legal, proper, or in accordance with these Conditions.

3.2 Services, Deliverables or List(s) shall not be (a) made available to anyone other than the Customer or its Authorised Users and (b) used for the benefit of anyone other than Customer unless expressly stated

- otherwise in a Statement of Work unless clause 3.4 applies.
- 3.3 When Customer is provided access to or downloads List(s), Customer receives a non-exclusive, revocable, limited, non-transferable, non-sublicensable license to use the List(s) for internal business purposes and not for commercial resale.
- 3.4 Where a Statement of Work is expressed to be for the benefit of a Named Customer, then the Customer is granted a non-exclusive, revocable limited, non-transferable, non-sublicensable license to distribute the List(s) or other Deliverables to the Named Customer and both the Customer and the Named Customer may use the Lists or other Deliverables for the internal business purposes of the Named Customer. For the avoidance of doubt, the Customer may not use such Lists or Deliverables for any other potential or existing client of the Customer or for its own internal business purposes and not otherwise for commercial resale.
- 3.5 List(s) are not owned by Customer and Customer agrees to protect the confidentiality of the List(s) within the context of all appropriate laws and regulations. Customer agrees not to share the List(s) with anyone other than those persons or Affiliates who are authorized or contractually engaged to perform services in connection with the permitted uses described herein and who are contractually liable to maintain the confidentiality of the List(s) at an equal or greater level than is required by these Conditions.
- 3.5 Customer will use and ensure that any person or company who receives the Deliverables or List(s) from Customer, will use them in a professional manner, consistent with all appropriate laws, regulations, and best practices related to data protection, privacy, direct marketing, e-mail marketing, and telemarketing and is bound to Customer by terms substantially equivalent to those contained herein.
- 3.6 If necessary for the provision of the Services agreed in the SOW, MRP will provide Customer or Named Customer with the required web-beacons, pixels or cookies ("Technology") for the purposes of gathering information on visitors' usage of the Named Customer website(s). Customer will ensure that Named Customer includes any notices and consents required by applicable laws for the provision of Technology on the Named Customer website(s) have been provided and obtained. Customer will ensure that the Named Customer has and will maintain an easily accessible privacy policy which is linked conspicuously to the Named Customer's website(s). The privacy policy must comply with applicable law requirements including but not limited to the necessary notice and consents from individuals whose data is provided to MRP for interest-based advertising on behalf of the Named Customer and analytics. Customer must also ensure that the Named Customer will inform and provide visitors with the option to "opt-out" of the use of the data by MRP.
- 4. MRP PRELYTIX PLATFORM**
- 4.1 If provided for as part of the Services set out in a Statement of Work, MRP shall make the MRP Prelytix Platform available to the Authorised Users. Customer shall be responsible for the consequences of any activities performed in the MRP Prelytix Platform using its account credentials.
- 4.2 Customer is responsible for maintaining all computer hardware, software and communications needed to access the MRP Prelytix Platform.
- 4.3 MRP does not warrant that the Customer's use of the MRP Prelytix platform will be uninterrupted or error-free. The MRP Prelytix Platform shall not be available during periods of (i) planned downtime or (ii) any unavailability caused by circumstances beyond MRP's reasonable control.
- 4.4 Customer shall ensure that its Authorised Users shall not (i) disrupt the functioning of the MRP Prelytix Platform; (ii) remove any copyright, trademark, or other proprietary rights notices from the materials contained in or received through the MRP Prelytix platform; (iii) reverse engineer or decompile, modify or revise the MRP Prelytix Platform or Services or any part thereof, or create derivative works thereof; or (iv) copy, sell, resell, license, sublicense, distribute, whitelist, make available, rent or lease the MRP Prelytix Platform to any other party. Customer acknowledges that only permissioned Authorised Users of Customer will have access to and use of the MRP Prelytix Platform.
- 4.5 MRP reserves the right without liability or prejudice to its other rights, to disable access to the MRP Prelytix Platform a) if there is any breach of these Conditions by Customer and b) from time to time to modify or discontinue, temporarily or permanently, the MRP Prelytix Platform (or any part thereof) with or without notice.
- 5. CUSTOMER DATA**
- 5.1 As between Customer and MRP, Customer owns all right, title and interest in and to the Customer Data provided to MRP under these Conditions.
- 5.2 The Customer shall have sole responsibility for the legality, integrity and accuracy of the Customer Data and for the means by which such Customer Data was acquired and warrants and represents that it has the legal right to possess and use, and to permit MRP to possess and use, the Customer Data in connection with the Services and the uses and purposes set forth herein and that such data does not infringe a third party's Intellectual Property Rights or rights of publicity or privacy.
- 5.3 Customer agrees to not, under any circumstances, upload or provide sensitive personal information including but not limited to financial or health-related data about individuals and MRP expressly denies any responsibility for providing adequate protection of such data.
- 5.4 MRP will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.
- 5.5 MRP shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data outside of its obligations as otherwise stated in these Conditions.
- 5.6 Where Customer Data submitted to MRP includes Personal Data, between MRP and the Customer, the Customer agrees that it acts as a Data Controller, and MRP acts as a Data Processor under the applicable Data Protection Laws and Customer warrants that all data processing instructions given to MRP including transfers of Personal Data, comply with applicable Data Protection Laws. Terms used in this Clause 5.6

shall have the meaning as set out in the applicable Data Protection Laws.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

- (a) provide MRP with (i) all necessary co-operation in relation to these Conditions and (ii) all necessary access to such information as may be required by MRP in order to render the Services; and
- (b) comply with all applicable laws and regulations with respect to its activities under these Conditions.
- (c) warrant that all content provided to MRP including but not limited to content for email, mail and telemarketing campaigns, display advertisements, names, logos and trademarks, (including content which has been provided to Customer by Named Customers) ("Content") shall (i) comply with all applicable laws and regulations, (ii) will not contain Content or materials that are misleading, libellous, obscene, invasive of others' privacy, or hateful (racially or otherwise), (iii) will not introduce viruses or other malware and (iv) will not infringe, violate or misappropriate any third party's intellectual property or other rights; and
- (d) warrant that it has the right to use and to transfer to MRP to use in connection with the services here under.

6.2 Customer remains responsible for all acts and omissions of its personnel, partners, Authorised Users, Named Customers or subcontractors under these Conditions as if same were undertaken directly by Customer.

7. MRP'S OBLIGATIONS

7.1 MRP undertakes that the Services will be performed substantially in accordance with the relevant Statement of Work and with reasonable skill and care.

7.2 In the event that the Deliverables or Lists do not meet the specification set out in the Statement of Work, Customer must notify MRP of such non-conformance within 10 days of deliverance of the Deliverables or Lists (as applicable). Customer's sole remedy will be to require MRP to correct or replace any such non-conformance within an agreed time period after receipt of Customer's notice at MRP's cost and provided that no fault lies with Customer. If no such correction or replacement is possible, MRP shall refund to Customer the portion of the fees attributable to the non-conforming Deliverables or Lists (as applicable). Such correction or substitution constitutes the Customer's sole and exclusive remedy for non-conformance.

7.3 MRP remains responsible for all acts and omissions of its personnel or subcontractors in performance of the Services under these Conditions.

8. CHARGES AND PAYMENT

8.1 Customer shall pay the Fees via the agreed payment method as set out in the applicable Statement of Work. Payment for Services under these Conditions shall be made in advance unless otherwise expressly

agreed between the parties in the applicable Statement of Work.

8.2 Customer agrees to pay all invoices within 30 days of the date of the invoice unless the parties expressly agree otherwise in the Statement of Work.

8.3 All amounts and Fees stated or referred to in these Conditions are exclusive of sales or value added tax or its equivalent in any jurisdiction which shall be added to MRP's invoice(s) at the appropriate rate, when/where applicable.

8.4 The agreed currency under these Conditions is US Dollar unless otherwise agreed in the Statement of Work.

8.5 If MRP has not received payment within 15 days after the due date, and without prejudice to any other rights and remedies of MRP; (a) MRP shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on such due amounts at an annual rate equal to 1.5% over the then current base lending rate of the Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.6 Any terms and conditions that are typed, printed, or otherwise included in any invoice, purchase order or similar documentation, rendered pursuant to these Conditions will be deemed to be for convenience only and shall not apply to the Services.

8.7 Where Customer has instructed that the Named Customer will pay Fees under a SOW on Customer's behalf, then this shall be set out in the applicable SOW. Customer shall remain liable for all Fees owing if payment is not made by the Named Customer in accordance with the payment terms set out in the applicable SOW.

9. CHANGE CONTROL

9.1 MRP and Customer will work in good faith to adjust and/or make course corrections to the campaign in such instances within the original Statement of Work wherever possible.

9.2 In the event that either party wishes to change the scope of the Services beyond such course corrections and it is necessary to change the Statement of Work, a Change Order Request will be entered into between the parties. MRP will provide an estimate to the Customer of: (a) the likely time required to implement the change; (b) any variations to the Fees or Service Term arising from the change; (c) the likely effect of the change on the project plan; and (d) any other impact.

9.3 Both parties will review the proposed change. If mutually approved, both parties will sign the Change Order Request, indicating the acceptance of both parties. If the Change Order Request is rejected for any reason, the campaign will proceed as outlined in accordance with the provisions of the executed Statement of Work.

10. PROPRIETARY RIGHTS

10.1 As between the parties, MRP (or its licensors) owns and shall retain all right title and interest, including

Intellectual Property Rights, in and to its systems (including but not limited to the MRP Prelytix Platform) and Services, and to Confidential Information provided by MRP in connection therewith. In addition, MRP owns and shall retain all right title and interest, including Intellectual Property Rights, in and to any List(s), data or information collected or stored in the MRP Prelytix Platform, excluding Customer Data. Customer does not acquire any right, title or interest in or to any tools, methodologies, processes, techniques, discoveries, products, data, or other Intellectual Property Rights used to perform the Services or incorporated into any Deliverables ("MRP Property").

10.2 Notwithstanding the foregoing, nothing in Clause 10.1 above shall grant MRP any right, title or interest in any Customer Data, Customer Intellectual Property or Customer Confidential Information that is provided by the Customer to MRP under these Conditions and which may be used for the purposes of or in connection with the creation of any List(s) under these Conditions.

10.3 MRP agrees that any and all Deliverables shall be the sole and exclusive property of the Customer and, to the extent applicable, such Deliverables shall be a work made for hire. For the avoidance of doubt, Deliverables does not include MRP Property.

10.4 No rights are granted to the Customer hereunder other than as expressly set forth herein.

11. CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Conditions. A party's Confidential Information shall not include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; or (b) was in the other party's lawful possession before the disclosure; or (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these Conditions. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Conditions. The receiving party shall remain liable for any breach of this Clause 11 caused by any employee or agent of the receiving party.

11.3 The Customer acknowledges that any information whether commercial, financial, operational, technical or otherwise relating to the Services constitutes MRP's Confidential Information.

11.4 MRP acknowledges that the Customer Data is the Confidential Information of the Customer.

12. INDEMNITY

12.1 The Customer shall defend, indemnify and hold harmless MRP and its Affiliates officers, directors and employees against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection (a) with the Customer's use of the Services, Deliverables and Lists or (b) breach of clause 6.1(c).

12.2 MRP shall defend the Customer, its officers, directors and employees against any third party claim that the MRP Prelytix Platform infringes third party intellectual property rights and shall indemnify the Customer for any final amounts awarded against the Customer in judgment or settlement of such claims.

12.3 The indemnification obligations of MRP and Customer, as the case may be, shall only apply if a) the party seeking indemnification ("Indemnified Party") promptly notifies the other party ("Indemnifying Party") of any such claim; b) the Indemnified Party refrains from making any admission of liability or any attempt to settle any such claim without the Indemnifying Party's consent and c) the Indemnifying Party is given sole authority to defend or settle the claim.

12.4 In the defence or settlement of a claim affecting Customer's access or use of the MRP Prelytix Platform, MRP may obtain for the Customer the right to continue using the MRP Prelytix Platform, replace or modify the MRP Prelytix Platform so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the applicable SOW without liability to the Customer.

12.5 Notwithstanding the foregoing, each Party's obligation of indemnification in this Clause 12 shall be reduced to the extent that the claim is held to have been caused by acts of negligence, willful misconduct or breach of these Conditions by the Indemnified Party.

12.6 Nothing in this Clause 12 shall be deemed to restrict or limit the Indemnified Party's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim hereunder.

13. LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in these Conditions: a) the Customer assumes sole responsibility for its use of the Services, Deliverables and Lists and for conclusions drawn from such use; b) MRP shall have no liability for any damage caused by actions taken by it in reliance upon any erroneous or incomplete information or instructions provided by Customer in connection with the Services, Deliverables and Lists; and c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Conditions.

13.2 Nothing in these Conditions excludes or limits the liability of MRP for any form of liability that cannot be excluded by law.

13.3 Subject to Clause 13.2 above:

- (a) IN NO EVENT SHALL MRP ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, LOSS OF ANY ORDER OR CONTRACT OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER OR IN CONNECTION WITH THESE CONDITIONS; and
- (b) MRP'S AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THESE CONDITIONS (INCLUDING THE INDEMNITY AT CLAUSE 12.2), TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) SHALL BE LIMITED TO TWO TIMES THE FEES PAYABLE UNDER THE APPLICABLE STATEMENT OF WORK.
- 13.4 Customer for itself and for and on behalf of its Affiliates is the only entity entitled to pursue remedies against MRP in the event of any breach of and/or in relation to the subject matter of these Conditions by MRP and nothing in these Conditions shall allow multiple recovery by the Customer and any Affiliates for the same loss or a loss arising from the same incident.
- 14. TERM AND TERMINATION**
- 14.1 Each Statement of Work shall continue in effect for the Initial Period and, unless otherwise specified in the Statement of Work, shall automatically renew for successive Auto-Renewal Periods unless terminated at the conclusion of the Initial Period or the then current Auto-Renewal Period by either party giving thirty days (30) advance written notice to the other party. In the event of termination under this Clause 14.1, the Customer shall pay all fees due to MRP up to and including the date of termination.
- 14.2 Notwithstanding any other provision of this Clause 14 and without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate these Conditions and/or a Statement of Work for cause and without liability to the other if the other party:
- (a) commits a material breach of any of the terms of these Conditions and fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach; or
- (b) becomes the subject of any voluntary or involuntary bankruptcy or other insolvency, liquidation or other similar proceeding, or makes any composition or arrangement for the benefit of its creditors, or has a receiver, administrative receiver, liquidator or administrator appointed over all or any part of its assets or business or any event occurs, or proceeding is taken, in any jurisdiction to which that party is subject that has an effect equivalent or similar to any of the aforementioned events.
- 14.3 On termination of the Statement of Work for any reason:
- (a) all licences granted under these Conditions shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- (c) These Conditions shall automatically terminate except for the provision set out in Clause 16.9.
- (d) MRP may destroy or otherwise dispose of any of the Customer Data in its possession unless (i) MRP receives a written request for the delivery of the then most recent back-up of the Customer Data within thirty days (30) days from the date of termination or (ii) MRP is required by law, regulation or best practices to retain a copy of the Company Data. The Customer shall pay all reasonable expenses incurred by MRP in returning or disposing of Customer Data; and
- (e) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.
- 15. FORCE MAJEURE**
- 15.1 Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues in excess of ninety (90) days, the party not affected may terminate these Conditions by giving thirty (30) days' written notice to the other party.
- 16. GENERAL**
- 16.1 A waiver of any right under these Conditions is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 16.2 If any provision (or part of a provision) of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 16.3 These Conditions constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of these Conditions. Each party acknowledges that, in entering into these Conditions, it has not relied and does not rely on any statement, representation (whether innocent or negligent), assurance or warranty of any person (whether a party to these Conditions or not) other than as expressly set out in these Conditions.
- 16.4 Neither party shall assign or otherwise transfer these Conditions or any of its rights and obligations hereunder except, in the case of MRP, to an Affiliate or successor to its business that assumes all obligations of the assignor hereunder in connection

with the transfer or sale of all or substantially all of its assets, or its merger or consolidation with or into any other entity, provided that no such assignment shall release MRP from its obligations without the consent of the other party hereto.

- 16.5 During the term of these Conditions and for a period of 1 year following termination of these Conditions, Company agrees not to directly or indirectly solicit employment or employ any employee of MRP. If the Company breaches this clause it agrees to pay MRP liquidated damages in the sum of 1 year's salary for such person.
- 16.6 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 16.7 Save as expressly set out herein, no variation of these Conditions shall be effective unless it is set out in a written amendment and signed by an authorised representative of the parties.
- 16.8 These Conditions do not confer any rights on any person or party (other than the parties to these Conditions and (where applicable) their successors and permitted assigns). For the avoidance of doubt, this Clause shall apply in full force and effect as it relates to the Named Customer.
- 16.9 The following clauses shall survive termination of these Conditions; Clause 3, 8, 10, 11, 12, 13 and 14.
- 16.10 Any notice required to be given under these Conditions shall be in writing and shall be delivered by hand or sent by first-class post or recorded delivery to the other party at its address set out above or such other address as may have been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received within three (3) business days of posting.
- 16.11 These Conditions and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of Delaware. The parties irrevocably agree that the courts of Delaware have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions or its subject matter or formation (including non-contractual disputes or claims).
- 16.12 Except as required to carry out the Services, neither party shall use the other's name, logos or trademarks or otherwise make any direct or implied reference to the other party, without obtaining prior express written consent from the other party.