



Securely Technology Limited, DBA Compliance
End User Licensing Agreement

The Compliance's Data Processing Addendum v1.0 which can be found [here](#) (the "**DPA**"), the Compliance Service Level Agreements v2.0 which can be found [here](#) (the "**SLAs**"), and the terms attached hereto (the "**Terms and Conditions**"), together shall constitute the Subscription Agreement governing your use of the Services (together the "**Agreement**").

Terms & Conditions

Agreed terms

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

1. **Authorized Users:** those employees, agents and independent contractors of the Subscriber who are authorized by the Subscriber to use the Services and the Deliverables under the terms of the Agreement.

2. **Business Day:** a day other than a Saturday, Sunday or federal public holiday.

3. **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.5 or clause 9.6.

4. **Deliverables:** any outputs of the Services and any other documents, products, and materials provided by the Licensor to the Subscriber and any other documents, products and materials provided by the Licensor to the Subscriber in relation to the Services.

5. **Effective Date:** the date of this Agreement.

6. **Fees:** has the meaning given in the Order Form.

1. **Licensor Materials:** means all intellectual property, works, products, documentation, information, data and other material of any kind (including computer software and firmware, designs and specifications) provided or made available by or on behalf of the Licensor in connection with the Deliverables and/or Services and/or this agreement and which, in any event, do not constitute Developed Materials or Third Party Materials.

7. **Order Form:** the order form at the beginning of this Agreement.

8. **Renewal Period:** the period described in clause 12.1.

9. **Services:** the subscription services provided by the Licensor to the Subscriber under this Agreement, as more particularly described in the Order Form.

10. **Software:** any software provided by the Licensor as part of the Services.

11. **Subscriber Materials:** all intellectual property, works, products, documentation, information, data and other material of any kind provided or made available by or on behalf of the Subscriber in connection with the Deliverables and/or Services and/or this Agreement.

12. **Subscriber Personnel:** the Subscriber's officers, employees, workers, contractors and agents and/or those of its sub-contractors;

13. **Term:** has the meaning set out in the Order Form.

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14. **User Subscription:** the user subscription purchased by the Subscriber pursuant to clause 8.1 which entitles Authorized Users to access and use the Services and receive the Deliverable in accordance with this Agreement.
 15. **Virus:** any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
 - 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
 - 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
 - 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
 - 1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
 - 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
 - 1.9. A reference to writing or written includes faxes but not e-mail.
 - 1.10. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
2. **User subscriptions**
 - 2.1. Subject to the Subscriber purchasing the User Subscription in accordance with clause 3 and clause 8.1, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Licensor hereby grants to the Subscriber a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorized Users to use the Services and

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receive the Deliverables during the Subscription Term solely for the Subscriber's internal business operations.

2.2. In relation to the Authorized Users, the Subscriber undertakes that:

- (a) the maximum number of Authorized Users that it authorizes to access and use the Services and the Deliverables shall not exceed the number of User Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services and/or Deliverables;
- (c) each Authorized User shall keep a secure password for their use of the Services and Deliverables and that each Authorized User shall keep their password confidential;

2.3. The Subscriber shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and the Licensor reserves the right, without liability or prejudice to its other rights to the Subscriber, to disable the Subscriber's access to any material that breaches the provisions of this clause.

2.4. The Subscriber shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Deliverables (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

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- (b) access all or any part of the Services and Deliverables in order to build a product or service which competes with the Services and/or the Deliverables; or
 - (c) use the Services and/or Deliverables to provide services to third parties; or
 - (d) subject to clause 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Deliverables available to any third party except the Authorized Users, or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Deliverables, other than as provided under this clause 2; or
 - (f) introduce or permit the introduction of any Virus into the Licensor's network and information systems.
- 2.5. The Subscriber shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Deliverables and, in the event of any such unauthorized access or use, promptly notify the Licensor.
- 2.6. The rights provided under this clause 2 are granted to the Subscriber only, and shall not be considered granted to any subsidiary or holding company of the Subscriber.

3. Services

- 3.1. The Licensor shall, during the Subscription Term, provide the Services and make available the Deliverables to the Subscriber on and subject to the terms of this Agreement.
- 3.2. The Licensor will, as part of the Services provide the Subscriber with the Licensor's standard support services (more detail on standard support services can be found in the Licensor's SLAs documentation). The Subscriber may purchase enhanced support services separately at the Licensor's then current rates.

4. Intellectual Property Rights

- 4.1. Subject to clauses 4.2, all Intellectual Property Rights in the Licensor Materials and all intellectual property, works, products, documentation, information, data and other material of any kind acquired or created by or on behalf of the Licensor for the Subscriber, conceived or created in the course of or in relation to the provision of the Services ("**Developed Materials**"), shall, at all times, be and remain the exclusive property of the Licensor, its service providers or its licensors. The Licensor grants the Subscriber a license to use the Developed Materials, and to use any Licensor Materials that are embedded or incorporated into the Deliverables, to such extent as is necessary to enable the Subscriber to make reasonable use of the Deliverables and Services.
- 4.2. All Intellectual Property Rights in the Subscriber Materials shall, at all times, be and remain the exclusive property of the Subscriber or its third party licensors. The Subscriber grants the Licensor, for the term of this Agreement, a limited, non-transferable, royalty-free, non-exclusive

license to use the Subscriber Materials only for the purpose of carrying out its obligations in accordance with this Agreement.

- 4.3. Each party may use or re-use any skills, knowledge, experience, technical information, inventions, ideas or techniques of whatever nature utilized or gained by such party in the course of performing its obligations under this agreement ("**Know-how**"), for its own benefit or the benefit of third parties, provided that such Know-how does not involve:
- (i) the infringement of any part of the Intellectual Property Rights belonging to the other party (or the other party's third party licensors); or
 - (ii) the use or disclosure of Confidential Information of the other party where such use or disclosure would be in breach of clause 9.

5. **Third party providers**

The Subscriber acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Licensor makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Subscriber, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Subscriber and the relevant third party, and not the Licensor. The Licensor recommends that the Subscriber refers to the third party's website terms and conditions, cookies policy and privacy policy prior to using the relevant third party website. The Licensor does not endorse or approve any third party website nor the content of any of the third-party website made available via the Services.

6. **Licensor's obligations**

6.1. The Licensor shall:

- (a) perform all Services with reasonable care and skill;
- (b) co-operate with the Subscriber in all matters relating to the Services, and comply with the Subscribers reasonable instructions when performing the Services;
- (c) in performing its obligations under this Agreement, comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- (d) inform the Subscriber of any planned maintenance to be carried out which may impact the Services.

6.2. The Licensor:

- (a) does not warrant that:
 - (i) the Subscriber's use of the Services will be uninterrupted or error-free; or

- (ii) that the Services, Deliverables and/or the information obtained by the Subscriber through the Services will meet the Subscriber's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Subscriber acknowledges that the Services and Deliverables may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.3. This Agreement shall not prevent the Licensor from entering into similar Agreements with third parties, or from independently developing, using, selling or licensing Deliverables, products and/or services which are similar to those provided under this Agreement.
- 6.4. The Licensor warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

7. **Subscriber's obligations**

The Subscriber shall:

- (a) provide the Licensor with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by the Licensor;in order to provide the Services, including but not limited to Subscriber Material, security access information and configuration services;
- (b) provide to the Licensor all Subscriber Materials and access to the Subscriber's premises and other facilities as may reasonably be requested by the Licensor and agreed with the Subscriber in advance, for the purpose of the Services;
- (c) ensure that the Authorized Users use the Services and the Deliverables in accordance with the terms and conditions of this Agreement and instructions given by the Licensor and shall be responsible for any Authorized User's breach of this Agreement;
- (d) promptly provide such feedback in respect of the Services as the Licensor reasonably requires from time to time;
- (e) promptly provide all reasonable assistance, information and decision-making as reasonably required by the Licensor from time to time;
- (f) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (g) carry out all other Subscriber responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Subscriber's provision of such assistance as agreed by the parties, the Licensor may adjust any agreed timetable or delivery schedule as reasonably necessary;

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- (h) obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Licensor, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- (i) ensure that its network and systems comply with the relevant specifications provided by the Licensor from time to time; and
- (j) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Licensor's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Subscriber's network connections or telecommunications links or caused by the internet.

8. Charges and payment

- 8.1. The Subscriber shall pay the Fees to the Licensor for the User Subscription in accordance with this clause 8 and the Order Form.
- 8.2. To the extent that this Agreement provides that all or part of the Services are chargeable on the basis of ongoing, recurring or periodic charges (for example, a monthly or annual fee), such charges shall be subject to periodic review and may be increased by the Licensor at the end of the Term, with thirty (30) days' prior written notice to the Subscriber.
- 8.3. Unless otherwise expressly provided in this agreement, all amounts referred to in this agreement are exclusive applicable sales taxes which, where chargeable by the Licensor, shall be payable by the Subscriber at the rate and in the manner prescribed by law. They are also exclusive of any other applicable taxes, duties, imposts, levies and governmental charges of any kind (except for taxes exclusively attributable to the Licensor's income), which the Subscriber shall be liable to pay to the Licensor.
- 8.4. The Licensor shall invoice the Subscriber for the amounts due in accordance with this Agreement. Where the Licensor has agreed to extend credit to the Subscriber, the Subscriber must pay each invoice within thirty (30) days of the invoice date. The Subscriber must pay each invoice, in full, by the due date for payment, without deduction, set off or withholding of any kind.
- 8.5. Unless the Subscriber disputes an invoice on reasonable grounds, the Licensor may charge interest on all sums outstanding beyond the due date of the relevant invoice. Such interest shall be charged from the due date until the date of payment (including after any judgment has been obtained) at the rate of 2% per annum.

9. Confidentiality

- 9.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

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- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (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.

9.2. Subject to clause 9.4, each party shall hold the other's Confidential Information in confidence and 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 this Agreement.

9.3. 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 this Agreement.

9.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.5. The Subscriber acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Licensor's Confidential Information.

9.6. The Licensor acknowledges that the Subscriber Materials is the Confidential Information of the Subscriber.

9.7. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

9.8. The above provisions of this clause 9 shall survive termination of this Agreement, however arising.

10. Indemnity

10.1. The Subscriber shall defend, indemnify and hold harmless the Licensor against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and

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reasonable legal fees) arising out of or in connection with the Subscriber's use of the Services and/or Deliverables, provided that:

- (a) the Subscriber is given prompt notice of any such claim;
- (b) the Licensor provides reasonable co-operation to the Subscriber in the defense and settlement of such claim, at the Subscriber's expense; and
- (c) the Subscriber is given sole authority to defend or settle the claim.

10.2. The Licensor shall defend the Subscriber against any claim that the Subscriber's use of the Services or Deliverables in accordance with this Agreement infringes any patent effective as of the Effective Date, copyright, trademark, or database right, and shall indemnify the Subscriber for any amounts awarded against the Subscriber in judgment or settlement of such claims, provided that:

- (a) the Licensor is given prompt notice of any such claim;
- (b) the Subscriber provides reasonable co-operation to the Licensor in the defense and settlement of such claim, at the Licensor's expense; and
- (c) the Licensor is given sole authority to defend or settle the claim.

10.3. In the defense or settlement of any claim, the Licensor may procure the right for the Subscriber to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two (2) Business Days' notice to the Subscriber without any additional liability or obligation to pay liquidated damages or other additional costs to the Subscriber.

10.4. In no event shall either party, its employees, agents and sub-contractors be liable to the other party to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Deliverables without each party's written consent to the modification; or
- (b) the Subscriber's use of the Services or Deliverables in a manner contrary to the instructions given to the Subscriber by the Licensor; or
- (c) the Subscriber's use of the Services or Deliverables after notice of the alleged or actual infringement from the Licensor or any appropriate authority.

11. Limitation of liability

11.1. Except as expressly and specifically provided in this Agreement:

- (a) the Subscriber assumes sole responsibility for results obtained from the use of the Services and the Deliverables by the Subscriber, and for conclusions drawn from such use. The Licensor shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Licensor by the Subscriber in

connection with the Services, or any actions taken by the Licensor at the Subscriber's direction;

- (b) 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 this Agreement; and
- (c) the Services and the Deliverables are provided to the Subscriber on an "as is" basis.

11.2. Nothing in this Agreement excludes the liability of the Licensor:

- (a) for death or personal injury caused by the Licensor's negligence; or
- (b) for fraud or fraudulent misrepresentation.

11.3. Subject to clause 11.1 and clause 11.2:

- (a) neither party shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- (b) each party's total aggregate liability in contract (including in respect of the indemnity at clause 10.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid for the User Subscription during the twelve (12) months immediately preceding the date on which the claim arose.

12. Term and termination

12.1. This Agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue for the Term. At least four (4) months prior to the expiry of the Term, we will notify you of any proposed changes to fees for the following year.

12.2. At the end of each Term, this Agreement shall be automatically renewed for successive periods of twelve (12) months (each a "**Renewal Period**"), unless:

- (a) either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".

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12.3. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) becomes insolvent, makes an assignment for the benefit of creditors, has a receiver, trustee, or administrator appointed for all or a substantial portion of its assets, files or has filed against it a petition under any chapter of the United States Bankruptcy Code (which is not dismissed within 30 days), is adjudicated bankrupt or insolvent, admits in writing its inability to pay debts as they become due, ceases doing business or threatens to do so, or is subject to any similar proceedings or actions under any applicable federal, state, or foreign law; or
- (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.4. On termination of this Agreement for any reason:

- (a) all licenses granted under this Agreement shall immediately terminate and the Subscriber shall immediately cease all use of the Services and/or the Deliverables;
- (b) each party shall return and make no further use of any equipment, property, Deliverables and other items (and all copies of them) belonging to the other party;
- (c) the Licensor may destroy or otherwise dispose of any of the Subscriber Material in its possession within 30 days; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

13. Force majeure

The Licensor shall have no liability to the Subscriber under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Licensor or any other party), failure of a utility service or transport or telecommunications network, act of God,

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war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Licensers or sub-contractors, provided that the Subscriber is notified of such an event and its expected duration.

14. Variation

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

15. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. Severance

17.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

17.2. If any provision or part-provision of this Agreement is deemed deleted under clause 17.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19. Assignment

19.1. The Subscriber shall not, without the prior written consent of the Licensor, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

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- 19.2. The Licensor may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

20. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

22. Notices

- 22.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order Form, or such other address as may have been notified by that party for such purposes or by email to an email address as specific by that party.

- 22.2. Any notice shall be treated as having been delivered:

- (a) if sent by hand, when delivered;
- (b) if sent by email; and
- (c) if sent by registered mail, two days after the date of posting (or, if sent by air mail, seven days after the date of posting).

23. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

24. Jurisdiction

Each party irrevocably agrees that the state and federal courts located in the State of Delaware shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).