

# Meltwater General Terms and Conditions

## 1. The Platform

These Meltwater General Terms and Conditions ("GTC") form part of the Agreement (as defined in the Meltwater Order Confirmation) that governs the right of Customer to access and use the Meltwater hosted public software-as-a-service and the products and services, including any email service offering research reports and newsletters, that are ordered by Customer in a Meltwater Order Confirmation (together, the "Platform"). The Platform includes any Application Programming Interfaces ("APIs") that Meltwater makes available to Customer. The GTCs are between the Meltwater entity and the Customer as each of those are referred to in the Order Confirmation.

## 2. Right of Use

2.1. Usage Right. Subject to payment of the applicable Platform fee as set forth in the Order Confirmation, and during the Initial Term (as extended in accordance with Section 7), Meltwater grants Customer a non-exclusive and non-transferable right to access and use the relevant Platform solely for Customer's internal business purposes and in accordance with the Agreement.

2.2. Authorized Users. Customer may authorize its employees and consultants who are employed or engaged by Customer in the country set forth in the Order Confirmation ("Country") to use the Platform in accordance with the Agreement ("Authorized Users"). Use of the Platform is limited to the number of Authorized Users specified in the Order Confirmation. Customer is solely liable for all acts and omissions of its Authorized Users while using the Platform.

## 3. Account and Password

3.1. Account. A Customer account will be created in connection with Customer's use of the Platform ("Account"). Each Authorized User will receive a username and password to log into and access the Account. Customer will maintain reasonable security standards for its Authorized Users' use of the Platform, and Customer may not allow or enable anyone other than an Authorized User to access and use Customer's Account.

3.2. User Submissions. While using the Platform, Customer may choose to upload, distribute, post, tag, or share content, links, or messages to or via the Platform ("User Submissions"). As between Customer and Meltwater, the intellectual property and all other rights, title and interest of any nature in and to the User Submissions are and shall remain the exclusive property of Customer and its licensors. Customer grants Meltwater (and its and Meltwater B.V.'s affiliates and subcontractors) a non-exclusive, worldwide, royalty-free license and right to process and use the User Submissions solely to provide the Platform to Customer, and to provide support and analysis as further described in this paragraph. Nothing in this Agreement will restrict Meltwater from collecting, using and analyzing general information and data from its customers in an anonymized, aggregated manner for purposes of improving and enhancing the quality and nature of Meltwater products and services, or to market or publish general information and statistics, provided that Meltwater does not specifically identify Customer or disclose any personal data in the course of collecting, using, analyzing, marketing or publishing that information or data.

3.3. Rights. Customer represents and warrants that: (i) Customer owns or has obtained all of the intellectual property rights subsisting in the User Submissions, and Customer has the right to provide Meltwater with the right to use such User Submissions in accordance with the Agreement; and (ii) the User Submissions do not infringe or violate any intellectual property, proprietary, data protection, privacy or publicity rights of any third party. Customer shall have sole responsibility for any activity on the Customer's Account and all User Submissions. Customer shall inform Meltwater immediately upon becoming aware of any unauthorized use of Customer's Account.

## 4. Restrictions of Use

4.1. Customer is not permitted to use the Platform for the benefit of third parties or any affiliated company(ies) (each a "Third Party Entity"), *unless* approved by Meltwater and specified in writing on the Order Confirmation. Where any such Third Party Entity use is permitted by Meltwater, Customer is solely liable for all acts and omissions of the Third Party Entity while using the Platform, and any acts or omissions of such Third Party Entity shall be deemed to be the acts or omissions of Customer.

4.2. The Platform, including any portion thereof and any content or data therein, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose inconsistent with the limited rights granted to Customer under the Agreement. Customer must not: (i) store or transmit infringing or otherwise unlawful material or store or transmit malicious code or material on the Platform, (ii) interfere with or disrupt the integrity, security, or performance of, or data contained on, the Platform, (iii) other than to the extent permitted by law, disassemble, decompile, reverse-engineer, copy, translate, or make derivative works of, or remove any proprietary notices or labels from, the Platform or content or data therein, (iv) download or copy any content, data or account information from the Platform for the benefit

of another company or entity; (v) use any data mining, robots, or similar data gathering and extraction tools in connection with the Platform, (vi) frame or utilize framing techniques to enclose any trademark, logo, or other Meltwater-generated content on the Platform, or (vii) use meta tags or any other “hidden text” or data elements utilizing Meltwater’s name or trademarks without express prior written consent by Meltwater. Customer agrees to, and will not attempt to circumvent, any limits that Meltwater may set on Customer’s use of any APIs that Meltwater makes available (e.g., limiting the number of API requests that Customer may make), as may be further described in Meltwater’s technical documentation.

## 5. Third Party Sites and Third Party Content

5.1. Responsibility. The Platform may include content, advertising, products, services, or other materials (“Third Party Content”) and links to third party websites and applications (“Third Party Sites”). Customer is solely responsible for evaluating whether to access or use a Third Party Site and/or Third Party Content and agrees to be bound by any applicable terms found therein. Meltwater does not screen, audit or endorse any Third Party Site or Third Party Content and makes no representations or warranties relating thereto. Meltwater is not responsible and is not liable for Customer’s actions on or through any Third Party Site or relating to any Third Party Content.

5.2. Prerequisites. Customer shall be responsible for obtaining and maintaining all hardware, software, communications equipment and network infrastructures required to access and use the Platform, and for paying all third-party fees and access charges incurred while using the Platform.

5.3. Disclosures. If Customer installs or enables Third Party Content for use with the Platform, Customer hereby consents to the disclosure by Meltwater of Customer information and User Submissions to such provider for the interoperation of the Third Party Content with the Platform. Meltwater shall not be responsible for any disclosure, modification, deletion, loss, or unauthorized use of User Submissions resulting from any such access by Third Party Content installed or enabled by Customer and/or its Authorized Users.

5.4. Third Party Content Changes. If any Third Party Site ceases to make Third Party Content available for interoperation with the Platform (or applicable features thereof), Meltwater may cease providing the impacted features of the Platform (or applicable features) without liability to Customer.

## 6. Invoicing and Payment

6.1. Unless otherwise described in the Order Confirmation, Customer will be invoiced for the full amount due in advance, and Customer shall pay all invoices within fourteen (14) calendar days after the invoice date. Except as expressly provided in the Agreement, payment obligations are non-cancellable and all fees paid by Customer are non-refundable.

6.2. Unless otherwise stated, Meltwater’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its use of Meltwater services. Customer shall pay all fees under this Agreement free and clear of all deductions or withholdings for or on account of tax unless the deduction or withholding is required by law. If a deduction or withholding is so required, Customer shall pay such additional amount as will ensure that the net amount received by the payee equals the full amount which would have been received by it had no such deduction or withholding been required. Customer shall remit any Taxes withheld within the prescribed period and will submit to Meltwater proof of such payment. In case Meltwater receives a refund of such Taxes, these amounts will be credited to the Customer.

6.3. If Customer is in breach of this Section 6, Meltwater shall, at its option, be entitled to charge default interest on the outstanding fees in the maximum amount allowable by applicable law, calculated cumulatively on a monthly basis, and/or immediately suspend access to the Platform until payment is made. Additional claims for payment default are reserved.

## 7. Term and Termination

7.1. Term. The Agreement shall become effective on the effective date of the first Order Confirmation signed (electronically or otherwise) between the parties and shall continue until the last Platform subscription under the Order Confirmation has expired or not been renewed unless the Agreement is terminated earlier as set forth herein.

7.2. Platform Subscription Term. The initial subscription term for the right to access and use the Platform is set forth in the Order Confirmation (the Initial Term). Unless stated otherwise in the Order Confirmation, the Initial Term will be renewed automatically for successive terms of the same length (each a “Renewal Term”, and together with the Initial Term, the “Term”), at Meltwater’s then-current prices and subject to the terms of the Agreement, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term. Any special pricing and payment terms are only applicable to the Initial Term.

7.3. Termination for Cause. Either party may terminate the Agreement (including any Order Confirmation) by written notice to the other party, if the other party fails to remedy a material breach of the Agreement within thirty (30) days

after written notice of such breach.

7.4. **Other Termination Rights.** Meltwater may terminate this Agreement or suspend access to the Platform immediately upon written notice if Meltwater reasonably believes that Customer's continued use of the Platform would violate applicable law(s). Meltwater also reserves the right to terminate or suspend the Agreement immediately if Customer breaches Section 4 (*Restrictions of Use*), Section 5 (*Third Party Sites and Third Party Content*) or Section 8 (*Intellectual Property*) of these GTCs. Meltwater shall not be liable for any costs, loss or damages resulting from a termination of the Agreement or the suspension of access in accordance with this Section 7.4.

7.5. **Insolvency.** Either party may terminate the Agreement immediately upon written notice if the other party: (i) ceases to carry on business, is unable to pay its debts or becomes insolvent or an order or an application is made or a resolution passed for the administration, winding-up or dissolution of the other party (otherwise than for the purposes of a solvent amalgamation, re-organization or reconstruction); (ii) an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any of the assets of Customer; (iii) Customer enters into or proposes any composition or arrangement with its creditors generally, or a moratorium is declared in respect of any of its indebtedness or any creditor action; or (iv) anything analogous to the above occurs in any applicable jurisdiction.

7.6. **Effect of Termination.** Upon any expiration or termination of the Agreement, Customer's access rights and all other rights granted under the Agreement shall immediately terminate. Termination of the Agreement shall not act as a waiver of any breach of the Agreement and shall not release a party from any liability for breach of such party's obligations under the Agreement that occurred prior to the effective date of termination. Any provision of the Agreement which, by its nature, is intended to survive, shall remain in effect following any termination or expiration, including, but not limited to, Restrictions on Use, Confidentiality, Intellectual Property, Third Party Sites and Third Party Content, Term and Termination, and Indemnification.

## 8. Intellectual Property

Except for User Submissions, Third Party Sites and Third Party Content (and any other content created or otherwise owned by Customer and third parties, if any), the Platform and content therein, including, without limitation, software, code, forms, text, visual interfaces, graphics, design, compilation, and trademarks, service marks or logos contained therein, and all other elements of the Platform, including related modifications and derivatives works, are owned by, or licensed to, Meltwater. Customer acknowledges and agrees that its use of the Platform is limited to the rights expressly granted to Customer, and Meltwater reserves all rights not expressly granted, under the Agreement.

## 9. Confidentiality

9.1. As used in the Agreement, "Confidential Information" shall mean all information, material, and data, including, but not limited to, trade secrets, business plans, templates, inventions, financial information, email campaign information, methodologies, technology, know-how, and procedures, that one party ("Disclosing Party") discloses to the other ("Receiving Party") and which has been marked or identified as "Confidential" at the time of disclosure, or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.

9.2. Receiving Party acknowledges and agrees that it shall not use or disclose the Disclosing Party's Confidential Information to anyone, other than its (and in the case of Meltwater, its and Meltwater B.V.'s affiliates') officers, directors, employees, contractors, or representatives, as expressly needed to carry out the terms of the Agreement (collectively, the "Representatives"). Such Representatives shall be bound to preserve the confidentiality thereof under terms no less restrictive than those set forth herein. Each party shall be responsible for any breach of this Section 9 by its Representatives. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure using the same degree of care that the Receiving Party uses to protect its own information of a similar nature (but not less than reasonable care). A Receiving Party may disclose Confidential Information if required by applicable laws or regulations, provided that (where legally permitted) such Receiving Party sends prior written notice of disclosure to the Disclosing Party so the Disclosing Party has an opportunity to dispute any such disclosure. The parties acknowledge that monetary damages may be inadequate to compensate for any breach of this Section 9 and that the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to other remedies it might have at law.

9.3. The provisions of Section 9.1 notwithstanding, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no fault of the Receiving Party; (ii) is rightfully obtained without restrictions by the Receiving Party from a third party without breach of any confidentiality obligation; (iii) was rightfully in the Receiving Party's possession, or known to it, without restrictions, at or prior to the time of disclosure by the Disclosing Party; (iv) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (v) is released from confidential treatment by written consent of the Disclosing Party.

## 10. Liability

10.1 EXCEPT FOR A PARTY'S RESPECTIVE CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE

HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF GOODWILL, EVEN IF A PARTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

10.2 EXCEPT FOR A PARTY'S RESPECTIVE CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL IN ANY EVENT EXCEED THE TOTAL FEES PAID OR OWING TO MELTWATER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. MELTWATER WILL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY CUSTOMER TO THE EXTENT ARISING FROM ANY UNAUTHORIZED ACCESS RESULTING FROM THE ACTIONS OF CUSTOMER OR ANY THIRD PARTY OTHER THAN MELTWATER'S REPRESENTATIVES. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

## 11. Warranties and Disclaimers

11.1. **Mutual Warranty.** Each party represents and warrants that: (i) it has the legal power and authority to enter into the Agreement; and (ii) it will comply with all laws and regulations applicable to it in connection with (a) in the case of Meltwater, the operation of Meltwater's business as the provider of the Platform, and (b) in the case of Customer, the use of the Platform.

11.2. **Disclaimer.** Except as expressly provided in the Agreement and to the extent permitted by law, the Platform is provided "as is" without any warranty or condition of any kind, express or implied, statutory or otherwise, including, but not limited to, warranties of title, satisfactory quality and fitness for a particular purpose or use. Meltwater does not guarantee uninterrupted, secure, or error-free operation of the Platform. Meltwater makes no representation or warranty as to the accuracy, timeliness, absence of viruses or trojan horses, quality, completeness, suitability, or reliability of any information or data accessed on or through the Platform. No information obtained from Meltwater or through the Platform, whether oral or written, shall create any warranty not expressly stated in the Agreement.

11.3. **Evaluation Use Disclaimer.** Notwithstanding any contrary provision in the Agreement, if Customer has been provided a free trial or evaluation right to use the Platform ("Trial"), the Platform is provided solely "as-is" without any warranty or defend and indemnify obligations, and Meltwater shall not have any liability of any kind for use of the Platform, during the Trial.

11.4. Each party accepts that the allocation of liabilities and risk between the parties as effected by the Agreement, including without limitation this Section 11, has been evaluated in accordance with the entire Agreement, taking into account such matters as the nature of the Meltwater services, level of the charges and the possible availability and cost to each party of putting in place preventative, protective, curative, insurance and other measures to minimize the impact and amount of loss suffered if such risk should materialize, that any change to such agreed allocation of liabilities and risk would in turn require a renegotiation of the terms of the Agreement (including without limitation as to price), and accordingly such allocation of liabilities and risk is reasonable as between the parties in all the circumstances prevailing at the date of the Agreement.

## 12. Indemnification

12.1. **Claims Against Customer.** Meltwater shall defend or settle, at its expense, any third party claim against Customer to the extent that such claim alleges that the Platform (excluding Third Party Content, Third Party Sites and/or User Submissions) infringes any patent, copyright, or trade secret right in the Country. Meltwater shall pay all damages finally awarded, or agreed to by Meltwater in a settlement, with respect to any such third party claim.

12.2. **Meltwater Response.** If Meltwater believes that the Platform, or any part thereof, may infringe any patent, copyright, or trade secret right in the Country, then Meltwater may in its sole discretion and at its expense: (i) obtain (at no additional cost to Customer) the right to continue to use the Platform; (ii) replace or modify the allegedly infringing part of the Platform so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if Meltwater determines that the foregoing remedies are not reasonably available, then Meltwater may terminate the subscription to the impacted part of the Platform upon written notice to Customer. If the subscription to the impacted part of the Platform is terminated under this Section 12.2, Customer shall be entitled to a pro-rata refund for the unused portion of the then-current subscription term that has been paid for the impacted Platform for the period following the effective date of termination.

12.3. **Exceptions.** Meltwater shall have no obligation under Section 12.1 (*Claims Against Customer*) if and to the extent the claim arises from: (i) modification of the Platform other than by Meltwater; (ii) use of the Platform not in accordance with the Agreement or applicable law, rule, regulation or directive; (iii) the combination, operation, or use of the Platform with any other product, program, software or service other than those supplied by Meltwater; (iv) Customer's continued use of the Platform after being informed of or provided with modifications that would have avoided the alleged infringement; or (v) use of the Platform after Meltwater notifies Customer to discontinue use of the Platform because of an infringement claim.

12.4. **Exclusive Remedy.** The Meltwater obligations under Section 12 shall be the exclusive remedy of Customer with

respect to any claim that the Platform infringes any third party's intellectual property rights.

12.5. Claims Against or Involving Meltwater. Customer shall indemnify and hold harmless Meltwater, its subsidiaries, affiliates, successors, assigns, officers, directors, stockholders, employees, and customers, from and against any and all liability, losses, damages, claims, demands, fines, causes of action, suits, or proceedings, and expenses connected therewith (including reasonable legal fees), arising from or related to User Submissions and/or Customer's breach of this Agreement. If Meltwater is requested by Customer or any third party, by subpoena or witness summons; court order; or request from any law enforcement or regulatory body to produce documents or testimony pertaining to Customer's use of the Platform, and Meltwater is not named as a party in the proceeding, Customer will pay Meltwater for any reasonable costs and fees incurred by Meltwater responding to such request, insofar as such costs are not paid by the relevant third party, subject to court order or otherwise.

12.6. Procedure. Each party's indemnification obligations are subject to: (i) the indemnified party promptly notifying the indemnifying party in writing of such claim, *provided* that failure to notify the indemnifying party shall only limit the indemnifying party's defense and indemnification obligations hereunder to the extent such failure materially prejudices the indemnifying party; and (ii) the indemnifying party having full control and authority over the defense or settlement. Any settlement requiring the indemnified party to admit liability will require prior written consent of the indemnified party, not to be unreasonably withheld or delayed. Subject to the indemnifying party's right to control the defense, the indemnified party may reasonably participate, at its own expense, in the defense through its own counsel. The indemnified party must provide reasonable cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not take any action that prejudices the indemnifying party's defense of or response to the third party claim.

### 13. Platform Availability, Updates, Security and Privacy

13.1. Meltwater shall use commercially reasonable efforts to ensure that Customer receives uninterrupted and continued use of the Platform during the timeframe set forth in the Service Level Agreement displayed at <https://www.meltwater.com/en/sla> ("SLA"). The SLA is incorporated into and forms part of the Agreement.

13.2. Meltwater reserves the right to make changes to the Platform at any time *provided*, and with the exception of changes under Section 5.4 (*Third Party Content Changes*), such changes will not materially decrease the overall functionality of the Platform.

13.3. Meltwater will implement and maintain appropriate administrative, physical, and technical safeguards to protect the security of the Platform.

13.4. Meltwater shall process any personal information received from the Customer in connection with Customer's use of the Platform in accordance with the Data Processing Addendum displayed at <https://www.meltwater.com/en/privacy/dpa> ("DPA"). The DPA is incorporated into and forms part of the Agreement.

### 14. General Provisions

14.1. Assignment. Neither the Agreement, nor any related obligation or right, may be assigned or transferred by either party without the prior written consent of the other party; *provided*, however, that either party may assign the Agreement, with written notice, in whole without the other party's prior consent to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of its assets to which the Agreement relates on condition that such successor in interest agrees in writing to comply with all such terms and conditions and, in the case of an assignment by Customer, the Platform can legally be provided to such successor in interest and the successor in interest is incorporated in the Country and is not a competitor or existing customer of Meltwater. In addition to the foregoing assignment right, Meltwater may assign the Agreement without consent to Meltwater B.V. or any affiliates of Meltwater or Meltwater B.V.

14.2. Subcontracting. Meltwater may subcontract parts of the Platform to third parties. Meltwater is responsible for any breach of the Agreement caused by its subcontractors.

14.3. Force Majeure. Except for payment obligations, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, provided that the delayed party (i) gives the other party prompt written notice of such cause, and (ii) uses reasonable commercial efforts to promptly correct such failure or delay in performance.

14.4. Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the State of New York, without regard to its conflicts of law rules. Any legal proceeding arising out of or relating to this Agreement will be brought in the state and federal courts of New York County, New York. Each Party consents to the exclusive jurisdiction and venue of such courts.

14.5. Dispute Resolution. In the event of a dispute between the parties regarding the terms of the Agreement, the parties will first attempt to discuss a resolution in good faith, including, if necessary, through meetings between the executives of each party. Nothing contained in this Section will limit or delay the right of either party to seek injunctive relief from a court of competent jurisdiction, whether or not such party has pursued informal resolution in accordance with this

Section.

14.6. Rights of third parties. Except as expressly provided for the Agreement, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

14.7. Waiver. A party's waiver of a breach or default by the other party of any provision of the Agreement shall not be construed as a waiver of any succeeding breach or default by the other party, nor shall a party's failure to exercise or enforce any right or provision of the Agreement be deemed to be a waiver of such right or provision.

14.8. Severability. Invalidity of any specific provision of the Agreement shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision which comes as close as possible to the intent of the invalid provision.

14.9. Entire Agreement. Each party acknowledges and agrees that the Agreement (together with the Order Confirmation and any other documents of Meltwater referred to in these GTCs including the DPA and SLA) constitutes the entire and exclusive agreement between the parties with regard to the subject matter herein and supersedes and cancels all previous agreements, whether written or oral. Any other terms and conditions, including, without limitation, terms and conditions on or attached to a purchase order, vendor registration documents, tenders or request for proposals, are void and shall be of no force and effect regardless of whether they are delivered to Meltwater prior to, concurrently, or after the execution of the Agreement. Performance by Meltwater with respect to the Platform shall not constitute acceptance of any additional or alternative terms and conditions, nor shall a failure to act on said additional terms and conditions constitute acceptance of the provisions contained therein.

14.10. Order of Priority. The following order of priority shall be used to resolve any conflict between the documents that form part of this Agreement: (i) the Order Confirmation, (ii) the SLA, (iii) the DPA, and (iv) these GTCs.

14.11. Amendment. The Agreement may only be amended in a writing signed, through electronic signature or otherwise, by authorized representatives of each party.

14.12. Notices. Customer and Meltwater agree that notices may be sent by electronic mail, to the electronic mail address indicated on the Order Confirmation, or then-current electronic mail address provided by a party to the other party and designated as the proper electronic mail address, and agree that notices are deemed received forty-eight (48) hours after transmission. Each party agrees that any electronic communication will satisfy any legal communication requirements, including all such communication required by applicable laws to be in writing. Notices in respect of the service of any proceedings or other documents in any legal action, or where applicable, other form of dispute resolution, may not be sent in electronic form and must be personally delivered or sent in writing by registered mail to the other party's registered address.

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