

Symprex End User Licence Agreement

16 February 2020

PLEASE READ CAREFULLY BEFORE DOWNLOADING AND / OR INSTALLING ANY SOFTWARE

IMPORTANT NOTICES:

Any and all use of the Licensed Software (as defined below) is subject to the terms and conditions of this licence agreement ("**Agreement**").

By downloading and / or installing the Licensed Software (or any part of it) or, if earlier, by clicking on or selecting "I accept" (or any similar statement indicating your acceptance of and / or agreement to the terms and / or conditions of this Agreement) when prompted as part of any download and / or installation process, you accept, and agree to be legally bound by, all terms and conditions of this Agreement. These terms and conditions include, in particular, limitations on liability set out in clause 3.4 and clause 9.

If you do not agree to the terms and conditions of this Agreement, we will not license the Licensed Software to you and you must not start and, if started, you must discontinue the download and / or installation process now and you must not otherwise use the Licensed Software.

This Agreement applies in respect of the Licensed Software only. You are not permitted to use any other Software (as defined below) or any other version of the Licensed Software, unless you enter into a licence agreement with us for such use or we agree otherwise in writing with you.

Certain system requirements apply in respect of the Licensed Software. These are set out in the User Guide (as defined below). You must check that these system requirements are met before starting the download and / or installation process.

TERMS AND CONDITIONS:

1 DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

"**Client Component**" means any component of Licensed Software that is Per OSE Licensed Software directed to or otherwise provided for accessing the Server Component;

"**Clients**" means the number of user accounts in respect of which Per OSE Licensed Software is to be used by you;

"**download**" "**downloads**", "**downloading**" or "**downloaded**" means downloading from our or any third party's remote server;

"**Full Licence**" means a licence to use Licensed Software on the terms set out in clause 4;

"**install**", "**installing**", "**installation**" or "**installed**" means installation whether or not using a Licence Key;

"**Intellectual Property Rights**" means patents, registered designs, registered trade and service marks, registered copyright and modifications to and applications for any of the foregoing and the right to apply for protection for such registered rights anywhere in the world and inventions, discoveries, copyright, database right, unregistered trade or service marks, brand names or know-how and any similar or equivalent rights whether capable of registration or not arising, applied for or granted under the laws of any country;

"**Licence**" means the licence to use the Licensed Software set out in clause 3 and / or 4 (as appropriate);

"**Licence Fee(s)**" means the fee(s) payable by you (if any) for use of the Licensed Software, excluding VAT and all other relevant taxes (including withholding tax where applicable);

"**Licence Key**" means each licence key and each licence download key in respect of the Licensed Software provided by us or a Reseller;

"Licensed Software" means the version of such of the Software as is downloaded and / or installed by you, including: (a) in the case of Per OSE Licensed Software, each of the Server Component and Client Component; (b) where you purchase a licence to use a major version of such Software, all subsequent minor versions of the same major version (so, by way of example, if you purchase a licence for version 7, download and / or install version 7.3 and versions 7.4 and 7.5 are subsequently released, the Licensed Software shall include version 7.3 and versions 7.4 and 7.5 (but not any version 8); and (c) any free supplementary software code, or free update of such Software, incorporating "patches" and corrections of errors provided by us from time to time;

"Maintenance Agreement" means the separate agreement you may enter into with us for us to provide support and maintenance in relation to certain Software;

"OSE" means an operating system environment which is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights;

"Per OSE Licensed Software" means each of Email Signature Manager and Out-of-Office Extender;

"Per User Licensed Software" means each of Folder Permissions Manager and Out-of-Office Manager;

"Reseller" means any third party authorized by us to sell licences to the Software;

"Server Component" means the server-based components of Licensed Software that is Per OSE Licensed Software;

"Software" means each of the Per OSE Licensed Software and the Per User Licensed Software in executable form;

"Specified User" has the meaning given in clause 5;

"We", "Our", "Us" and the non-capitalised versions of the same mean Symprex Limited, a company registered in England with company number 3884240 and having its registered office at 2 Guildford Business Park, Guildford, GU2 8XG, United Kingdom;

"You", "Your" and the non-capitalised versions of the same mean, whether the Licensed Software is obtained directly from us or through a Reseller, (a) where an individual downloads and / or installs the Licensed Software (or any part of it), the entity or organisation on behalf of whom the individual downloaded and / or installed the Licensed Software (or part of it) (and we will assume that such individual has the authority to purchase on behalf of that entity or organisation); or (b) where an entity or organisation downloads and / or installs the Licensed Software (or any part of it) for use by its employees or other staff, that entity or organisation (and such entity shall be responsible for all use by its employees and other staff of the Licensed Software); and

"User Guide" means the user guide or manual made available by us on our website from time to time in respect of the Licensed Software.

2 HEADINGS

The headings to the clauses and Schedules of this Agreement are for convenience only and will not affect its construction or interpretation.

3 EVALUATION LICENCE

3.1 This clause 3 applies only to use of the Licensed Software for internal evaluation purposes. Clause 4 applies in all other circumstances.

3.2 In return for you agreeing to abide by the terms and conditions of this Agreement and subject to clause 10, we grant you the right to use the Licensed Software free of charge for a period of thirty (30) days from when the Licensed Software is first installed by or on behalf of you ("**Evaluation Period**"). Such right to use is granted on, and subject to, the same terms as clause 4 except that you shall only be entitled to use the Licensed Software for your own internal evaluation purposes and your use of the Licensed Software shall be subject to any limitations within, or applied by, the Licensed Software. During the Evaluation Period you can decide whether or not the Licensed Software meets your requirements. The Evaluation Period may be extended by written agreement with us.

- 3.3 During the Evaluation Period, you agree that the Licensed Software is provided "as is" with no representation, guarantee or warranty of any kind (including as to its functionality, quality, performance, suitability or fitness for purpose) and that all terms, conditions, representations and / or warranties that might otherwise be implied into, or incorporated in, this Agreement (whether by statute or otherwise) are hereby expressly excluded to the fullest extent permitted by law.
- 3.4 Subject to clause 9.1, we shall not be liable for any claim, damages or other liability arising from or in connection with your use of the Licensed Software during the Evaluation Period.
- 3.5 For the avoidance of doubt, during the Evaluation Period:
- 3.5.1 clauses 8.1, 8.2, 9.3 and 13.1 of this Agreement shall not apply; and
- 3.5.2 clause 13.1 shall apply except that the reference to clause 13.2 is deleted.
- 3.6 Before or upon expiry of the Evaluation Period:
- 3.6.1 if you wish to continue to use the Licensed Software beyond the end of the Evaluation Period, you can decide whether to purchase a Full Licence. If you purchase a Full Licence, this Agreement shall continue in force after the Evaluation Period except that this clause 3 shall no longer apply; and
- 3.6.2 if do not wish to purchase a Full Licence, then you shall destroy and / or permanently delete the Licensed Software and all copies, in any form (including partial copies or modifications of the Licensed Software) whether received from us or made in connection with this Agreement or otherwise. Your rights to use the Licensed Software shall cease, and this Agreement will automatically terminate, at the end of the Evaluation Period.

4 LICENCE

- 4.1 Subject to the payment of the Licence Fee(s) by you and in return for your agreeing to abide by the terms and conditions of this Agreement, we grant to you a limited, personal, non-exclusive, non-sub-licensable and non-transferable licence to use the Licensed Software for your own internal normal business use but subject to the restrictions set out in clauses 4.2, 4.3 and 4.4. Unless terminated earlier in accordance with this Agreement, this licence shall be perpetual or for such fixed term as we may have agreed with you in writing.
- 4.2 You may only:
- 4.2.1 where the Licensed Software is Per OSE Licensed Software:
- (i) download, install and otherwise use the Server Component on a single OSE owned, leased and / or controlled by you;
 - (ii) where applicable, copy the Client Component for use on, and install and otherwise use the Client Component on, one or more OSEs owned, leased and / or controlled by you; and
 - (iii) use the Licensed Software for up to the number of Clients for which you have purchased this Licence;
- 4.2.2 where the Licensed Software is Per User Licensed Software:
- (i) download, install and otherwise use the Licensed Software on up to two (2) OSEs (or such other number of OSEs as we may agree in writing with you) used by each Specified User; and
 - (ii) permit Specified Users up to the number of users for which you have purchased this Licence to use the Licensed Software; and
- 4.2.3 subject to any other rights to copy the Licensed Software pursuant to this clause 4, make such number of copies of the Licensed Software (or any part of it) in machine readable form as are necessary for normal back-up purposes. You shall ensure that such copies are not installed or otherwise used on any OSE at any time when the original copy of the Licensed Software supplied to you is installed or otherwise used upon any other OSE(s). The Licence will apply to such copies as it applies to the original copy of the Licensed Software. Such copies and the media on which they are stored will be our property and you shall ensure that such copies bear our proprietary notice.
- 4.3 Except to the extent set out in this Agreement or permitted by local law, you shall not:

- 4.3.1 incorporate into other products, copy, publish, display, adapt, modify or translate the Licensed Software (or any part of it) or any modification, adaptation or copy of the Licensed Software (or any part of it) or convert, decompile, reverse engineer, disassemble or create derivative works based on the whole or any part of the Licensed Software nor attempt to do any such thing, except to the extent expressly permitted under Sections 50(A), (B) and (BA) of the Copyright, Designs and Patents Act 1988 (as amended or updated from time to time) (the “**CDPA**”) provided that, if it is necessary to decompile (as defined in Section 50(B) of the CDPA) the Licensed Software for the purposes of integrating the operation of the Licensed Software with the operation of other software or systems used by you, you first request us to provide the information necessary to achieve such integration before undertaking any such decompilation and we fail to provide such information within a reasonable time of your request;
 - 4.3.2 rent, lease, sub-license, loan, sell assign or pledge the Licensed Software (or any part of it), on a temporary or permanent basis, without our prior written consent; or
 - 4.3.3 use the Licensed Software (or any part of it) to manufacture or distribute a product that is substantially similar to or competitive with any of the Software.
- 4.4 You shall:
- 4.4.1 keep all copies of the Licensed Software (or any part of it) secure and maintain accurate and up to date records of the number and locations of all copies of the Licensed Software (or any part of it);
 - 4.4.2 supervise and control use of the Licensed Software and ensure that the Software is used by your employees and staff in accordance with the terms and conditions of this Agreement;
 - 4.4.3 include our copyright notice on all entire and partial copies (on whatever medium) that you make of the Licensed Software; and
 - 4.4.4 not provide or otherwise make available the Licensed Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code) in any form to any person other than your employees and staff without our prior written permission.

5 SPECIFIC TERMS

5.1 PER USER LICENSED SOFTWARE AND SPECIFIED USERS

Where the Licensed Software is Per User Licensed Software, you shall nominate individual users to use the Per User Licensed Software (each a “**Specified User**”). Once nominated, a Specified User cannot be changed without our prior written consent except if:

- 5.1.1 the Specified User ceases to be employed or engaged by you; or
- 5.1.2 the Specified User’s role has permanently changed such that they no longer require use of the Per User Licensed Software.

5.2 LICENCE KEYS

Where you are provided with a Licence Key, you shall:

- 5.2.1 keep the Licence Key secure and apply to the Licence Key such level of care and security as you would to your confidential information;
- 5.2.2 not provide or otherwise make available the Licence Key in any form to any person other than your employees and staff without our prior written permission; and
- 5.2.3 only use, and permit your employees and staff to use, the License Key to activate the Licensed Software (or any copy of it) for use pursuant to, and in accordance with, this Agreement.

6 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

6.1 You acknowledge that:

- 6.1.1 all Intellectual Property Rights in or relating to the Licensed Software anywhere in the world are owned by or licensed to us; and
- 6.1.2 except to the extent expressly granted under the Licence, you have no rights, title or interest in or to the Licensed Software.

- 6.2 You hereby agree to refrain from any action which would diminish our Intellectual Property Rights in or relating to the Licensed Software or which would call them into question.
- 6.3 You agree not to remove or alter any trade marks, copyright notices or similar proprietary devices, including without limitation any electronic watermarks or other identifiers, that may be incorporated in the Licensed Software or any copy of the Licensed Software.
- 6.4 If you become aware of any infringement or suspected infringement of our Intellectual Property Rights in or relating to the Licensed Software by any third party, you shall notify us without delay. If we request, you shall consult with us on an appropriate course of action but neither party shall be obliged to take any action in respect of any such infringement or suspected infringement.
- 6.5 You acknowledge that you have no right to have access to the Licensed Software in source code form.

7 CONFIDENTIALITY

- 7.1 The structure, organisation and source code of the Licensed Software are valuable trade secrets and our and our licensors' confidential information. You agree not to provide or disclose any of our or our licensors' confidential information or any information in or relating to the Licensed Software or derived from such information to any third party (which shall also be our confidential information), including any such information derived under any applicable law as set out in clause 4.3.1.
- 7.2 Other than the disclosures referred to in our Privacy Policy (see clause 12), we agree not to provide or disclose any information of a confidential nature in any form whatsoever which is disclosed by or on behalf of you to us to any third party.
- 7.3 The provisions of clauses 7.1 and 7.2 will not apply to the extent that:
 - 7.3.1 such information is in or comes into the receiving party's possession free from any restriction as to its use or disclosure;
 - 7.3.2 the receiving party can demonstrate that such information is in the public domain (other than as a result of an unauthorised disclosure); or
 - 7.3.3 such information is required to be disclosed by law.
- 7.4 No information to which clause 7.3.3 applies shall be disclosed to a third party unless and until the receiving party has (unless prevented from doing so by law):
 - 7.4.1 given the disclosing party, where practicable, five (5) U.K. business days, written notice of such proposed disclosure;
 - 7.4.2 consulted with the disclosing party; and
 - 7.4.3 agreed with the disclosing party the content of the disclosure,provided that it shall not limit the disclosure in a manner which would prevent the receiving party from complying with a statutory or regulatory obligation or court order.
- 7.5 For the purpose of this clause 7, "**receiving party**" means the party receiving the confidential information and "**disclosing party**" means the party by whom confidential information is disclosed.

8 WARRANTY AND SUPPORT

- 8.1 We hereby warrant that:
 - 8.1.1 we own the Intellectual Property Rights in the Licensed Software and / or have the right to grant a licence of such Intellectual Property Rights to you;
 - 8.1.2 in creating the Licensed Software, we have not knowingly infringed the Intellectual Property Rights of any third party;
 - 8.1.3 the Licensed Software shall operate substantially in accordance with the User Guide for a period of ninety (90) days from the date of the download of the Licensed Software, when properly used on an operating system for which it was designed. However, you acknowledge that the Licensed Software is of such a complexity that there will be inherent defects and that therefore we give no warranty that the Licensed Software is free from error or defect or that operation of the Licensed Software shall be uninterrupted. Further, this warranty does not apply if the defect of fault in the Licensed Software results from you (or anyone acting on your behalf) having:
 - (i) modified the Licensed Software;

- (ii) used the Licensed Software in combination with any software with which the Licensed Software was not designed to be used;
 - (iii) used the Licensed Software in breach of the terms and / or conditions of this Agreement;
 - (iv) used the Licensed Software for a purpose or in a context other than the purpose or context for which it was designed; and / or
 - (v) not loaded the Licensed Software onto suitably configured equipment.
- 8.2 Other than as provided for in clause 8.1 above, we do not provide any warranty in respect of the Licensed Software, either express or implied, and all other terms, conditions, representations and / or warranties that might otherwise be implied into, or incorporated in, this Agreement (whether by statute or otherwise and including but not limited to implied warranties of fitness for purpose or satisfactory quality) are hereby expressly excluded to the fullest extent permitted by law.
- 8.3 The Licensed Software has been developed as a standard product for use by a wide variety of users and so we are unable to warrant that the Licensed Software will meet any particular user needs. You shall take full responsibility for ensuring that the Licensed Software is suitable for your intended purposes and requirements. To facilitate your checks of such suitability, we offer a free Evaluation Period.
- 8.4 In relation to and without prejudice to the generality of clause 8.2 above, we provide support via our web site and user forums. You may also purchase support and maintenance for certain of the Licensed Software by way of a Maintenance Agreement, and when purchased, provision of such support and maintenance shall be subject to the terms and conditions of the Maintenance Agreement.

9 LIMITATION AND EXCLUSION OF LIABILITY

- 9.1 We do not exclude our liability (if any) to you:
 - 9.1.1 for personal injury or death resulting from our negligence;
 - 9.1.2 for fraud or fraudulent misrepresentation; or
 - 9.1.3 for any other matter for which liability cannot be excluded or limited by law.
- 9.2 Subject to clause 9.1, we shall not be liable to you for any of the following types of loss or damage arising under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise):
 - 9.2.1 any loss of profits, business, contracts, anticipated savings, goodwill or revenue; or
 - 9.2.2 any loss, or corruption, of software or data; or
 - 9.2.3 any loss of use of hardware, software or data; or
 - 9.2.4 any indirect, special or consequential loss or damage whatsoever,even if we have been advised in advance of the possibility of such loss or damage.
- 9.3 Subject to clauses 9.1 and 9.2, our aggregate liability under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) shall be limited in all cases to an amount equal to the total Licence Fee(s) (if any) paid by you.
- 9.4 You acknowledge that the provisions of clauses 3.4, 8, 9, and 13.1 are reasonable and reflected in the Licence Fee(s) (if any) which would be higher without those provisions, and you will accept such risk.

10 TERMINATION

- 10.1 The Licence shall commence upon your acceptance of the terms and conditions of this Agreement and shall continue in accordance with this Agreement unless terminated in accordance with clause 10.2 or otherwise in accordance with this Agreement.
- 10.2 Notwithstanding any other provision of this Agreement, we may terminate the Licence immediately and without notice at any time if:
 - 10.2.1 we reasonably suspect that you are using the Licensed Software (or any part of it) for any purpose which contravenes the laws of England or any applicable law;
 - 10.2.2 you materially or persistently fail to comply with any provision of this Agreement; or
 - 10.2.3 you fail to pay the Licence Fee(s) (if any).

- 10.3 Upon expiry or termination of the Licence:
 - 10.3.1 this Agreement shall terminate in its entirety;
 - 10.3.2 all rights granted to you under the Licence shall cease;
 - 10.3.3 you must immediately cease all activities authorised by the Licence; and
 - 10.3.4 you must uninstall, destroy and / or permanently delete the Licensed Software and all copies, in any form (including partial copies or modifications of the Licensed Software), whether received from us or made in connection with this Agreement or otherwise.
- 10.4 The termination of the Licence and / or this Agreement howsoever arising shall not affect the rights, duties and liabilities of either party accrued prior to termination.
- 10.5 On termination of this Agreement, the provisions of clause 1 (Definitions), clause 2 (Headings), clause 6 (Ownership of Intellectual Property Rights), clause 7 (Confidentiality), clauses 8.2 and 8.3 (Warranty), clause 9 (Limitation and Exclusion of Liability), clause 10 (Termination), clause 11 (Audit), clause 13 (Third Party Claims) and clauses 14 (Governing Law and Settlement of Disputes) to 21 (No Assignment) (inclusive), will remain in effect.

11 AUDIT

- 11.1 You agree that we shall have the right (where we reasonably suspect that the terms and / or conditions of clauses 3, 4, 5, 6 and / or 7 have not been complied with or that you are otherwise in breach of this Agreement) upon reasonable notice to have a third party auditor enter your premises to audit any OSE system or electronic media onto which the Licensed Software (or any part of it) or any adaptation, modification or copy of the Licensed Software (or any part of it) has been or is downloaded, installed or otherwise used, and any other materials, equipment or documentation necessary, in order to verify compliance with this Agreement. Prior to exercising such right to audit we and / or the third party auditor shall, if required by you (acting reasonably and in good faith), enter into a reasonable confidentiality agreement. We will pay the costs of any such audit unless such audit shows that you are in breach of this Agreement, in which case you shall pay the costs of the audit.
- 11.2 You further agree that we may collect certain information in respect of usage of the Licensed Software (including, for example, machine identifiers) through reporting functionality within the Licensed Software to verify usage of the Licensed Software and / or your compliance with this Agreement.
- 11.3 Where we reasonably conclude that you are in breach of this Agreement, we shall may provide you with written notice of such breach and either:
 - 11.3.1 without prejudice to clause 11.3.2, provide details of any remedial action required by you (which may include the payment of additional fees in respect of your use of the Licensed Software otherwise than in accordance with the Licence); or
 - 11.3.2 terminate this Agreement.

12 DATA COLLECTION AND PRIVACY POLICY

Information on the data we collect about you and how we treat that data is set out in our Privacy Policy, which can be viewed at <https://www.symprex.com/privacy>.

13 THIRD PARTY CLAIMS

- 13.1 Except as in clause 13.2 below, if a third party claims that the Licensed Software (or any part of it), as a result of your use of the Licensed Software, causes loss or damage whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, then, without prejudice to our overall liability to such third party, you shall indemnify us from and against any such loss or damage and any and all other losses, damages, liabilities, costs and expenses (including legal costs) suffered or incurred by us in connection with such claim.
- 13.2 If any claim is brought against you alleging that your use of the Licensed Software (or any part of it) infringes the intellectual property rights of any third party, you shall promptly notify us and supply full details of the claim. If we request, you will consult with us on an appropriate course of action. You and we shall each seek to minimise the effect of any claim on the respective businesses. We shall have the right upon giving written notice to you, but not the obligation, to take control of all

negotiations and litigation arising in respect of the claim. We will pay any damages and costs finally awarded against you in connection with any claim up to an amount equal to Licence Fee(s) paid by you. We shall have the right, at our sole choice, either to:

- 13.2.1 use reasonable endeavours to negotiate terms for continued use by you of the claimed infringing Licensed Software (or part of it);
- 13.2.2 use reasonable endeavours to amend the Licensed Software (or part of it) to make it non-infringing; or
- 13.2.3 terminate this Agreement with immediate effect and, in such event, we shall refund you any Licence Fee(s) paid by you.

14 GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 14.1 This Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance, validity or termination, including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England.
- 14.2 The courts of England shall have non-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).
- 14.3 Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of clauses 3.2, 4, 5, 6 and 7 by you. Accordingly, we shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of those clauses.

15 COMPLIANCE WITH APPLICABLE LAW

You acknowledge and agree that, notwithstanding the fact that this Agreement is governed by the laws of England, you may be subject to additional laws in other jurisdictions with respect to your use of the Licensed Software in such jurisdictions. You agree to comply with the laws of any such jurisdiction that apply to the Licensed Software (or any part of it) (including without limitation any applicable technology control and export laws or regulations).

16 SEVERABILITY

If any provision or part of any provision in this Agreement shall be found by any court, body or authority of competent jurisdiction to be illegal, invalid or unenforceable for any reason, it shall be deemed deleted and the parties shall meet promptly to discuss in good faith and agree an alternative provision or part provision that provides as closely as possible, the same commercial effect as the original. If this happens, then the remaining provisions or part provisions of this Agreement shall be unaffected.

17 NO WAIVER

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

18 NO THIRD PARTY RIGHTS

We and you do not intend that any of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it and all rights by virtue of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

19 ENTIRE AGREEMENT AND VARIATION

- 19.1 This Agreement constitutes the entire agreement between the parties, contains all the terms which you and us have agreed in relation to the subject matter of this Agreement and supersedes all prior agreements, promises, assurances, warranties, representations and understandings between the parties (whether written or oral) in relation to such subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall

have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

19.2 No variation of this Agreement shall be effective unless it is in writing and signed by you and us.

20 NOTICES

20.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand, by pre-paid first-class post or other next working day delivery service or by pre-paid airmail to the address specified below:

20.1.1 Us: our registered office address from time to time; and

20.1.2 You: any of the addresses provided by you to us or a Reseller from time to time.

20.2 Any notice shall be deemed to have been received on signature of a delivery receipt or at the time the notice is left at the proper address if delivered by hand, at 9.00 am on the third (3rd) day after posting or at the time recorded by the delivery service if sent by pre-paid first-class post or other next working day delivery service, and at 9.00 am on the seventh (7th) day after posting if sent by pre-paid airmail.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

21 NO ASSIGNMENT

Except to the extent permitted by this Agreement, you may not assign the benefit or delegate the burden of this Agreement or hold this Agreement on trust for any other person. Any other assignment or transfer of the benefit of this Agreement shall require our prior written consent.

22 FORCE MAJEURE

We shall not be in breach of this Agreement or liable for delay in performing, or failure to perform, any of our obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances we shall be entitled to a reasonable extension of the time for performing such obligations.