

## **SERVICE AGREEMENT**

### **PARTIES**

The parties to this service Agreement are Manu Online Ltd (hereafter Service Provider), a limited company registered in England (company number 07273799 registered address Forum 3, Solent Business Park, Whiteley, Fareham, PO15 7FH, England), and the company ordering an online account to use the Service (hereafter Customer).

### **BACKGROUND**

The Customer enters into this Agreement to obtain access to the Service. The Service Provider is willing to enter into this Agreement and provide the Service according to the terms of this Agreement.

### **IT IS AGREED THAT**

#### **1. DEFINITIONS**

In this Agreement the following terms have the defined meanings:

"Affiliates" means includes in relation to either Party each and any subsidiary or holding company of that Party and each and any subsidiary of a holding company of that Party.

"Confidential Information" is all information or data of a Party, which has value by virtue of not being publicly known, and which is disclosed or otherwise made available to the other party under the Agreement (save for information which to either party agrees may be disclosed).

" Documentation" means the documentation and user manuals provided by the Service Provider in respect of the Service together with future versions and changes as it makes available at its absolute discretion.

"Intellectual Property Rights" shall mean any and all proprietary, common law and/ or statutory intellectual property rights, including but not limited to, patent copyright, moral rights, trade secrets, trade mark rights, service mark rights, and/or any and all other proprietary rights, including all Derivatives including updates and upgrades to the Service.

" Services" means the Manu Online enterprise resource planning application to which the Service Provider provides access to the Customer and which the Service Provider manages and maintains in a computer centre accessible from the internet. The service is currently reached from the Website.

“Account” means the Customer’ s part of the Services accessible initially accessed by the Customer using credentials provided by Manu Online to the First User, and subsequently by credentials issued to other people by the First User, and other users appointed with the Administrator role in the Service.

“User” is a unique individual who is an employee of the Customer or an employee of the Customer’ s business partners and has been authorised by the Customer to access the Service on behalf of the Customer. Each such User must use a unique username to access the Services.

“First User” is the user who has originally requested that the account in the Service be opened. The First User’ s name and email maybe changed but the First User can not be deleted from the Service.

“Website” means <http://www.manuonline.com>.

“Partner” a company that has contracted with Manu Online as part of their reseller partner program

## 2. FORMATION OF THIS AGREEMENT

By ordering an online account and using any Service provided, the Customer accepts the terms and conditions set out in this Agreement. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND CONDITIONS AND YOUR ORDER FOR FUTURE REFERENCE.

Any quotations provided by the Service Provider is subject to withdrawal at any time before the receipt of an unqualified order from the Customer; and shall be deemed to be withdrawn unless so accepted within 30 days from their date (unless otherwise agreed by the Service Provider in writing).

After placing an order to open an Account, the Customer may receive an e-mail or other confirmation from the Service Provider acknowledging that they have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to the Service Provider to purchase the Service. All orders are subject to acceptance by the Service Provider, and the Service Provider will confirm such acceptance to the Customer by sending the Service Provider confirmation that the Service ordered has been accepted (the “Order Confirmation” ). The Service Provider may refuse to accept any order. This Agreement will only be formed when the Service Provider sends you the Order Confirmation (which contains the user name and temporary password of the First User, and will relate only to the Service whose acceptance the Service Provider has confirmed in the Order Confirmation.

If the account has been opened by a Partner on behalf of a Customer, the Customer is deemed to have entered into this agreement from the moment of first logging into the system using the credentials of the First User.

### 3. AUTHORITY TO ENTER THIS AGREEMENT

The Service Provider only enters into this agreement with customers acting in the course of a business. By placing an order with the Service Provider then the Customer warrants and represents that the Customer is a business customer, is legally capable of entering into binding contracts, has legal authority to form a binding contract and has full power, capacity and authority to accept the terms of this Agreement on behalf of the Customer. The Customer is required to provide current, accurate identification, contact, and other information as part of the registration process.

If you are a Partner, You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

### 4. SERVICES

The description and price of the Service which the Customer orders will be as shown on the Website, Service or hard copy order form at the time that the Customer submits its order (unless the Service Provider has provided a quotation to the Customer in which case any description and price will be as set out in any valid quotation), and save in cases of obvious error.

The Service Providers try to make sure that all Service descriptions and prices are as accurate as possible. On the rare occasion that there is an error, the Service Provider will advise the Customer about it as soon as reasonably possible and will offer the Customer the option of reconfirming the order or cancelling the order. The Service is subject to availability. If the Customer cancel under this clause, the Service Provider will refund or credit the Customer for any sum which has been paid by the Customer or debited from the Customer credit card or other account for the Service.

### 5. ACCOUNT CONFIGURATION AND ADDITIONAL SERVICES

On or after commencement of Service provision, the configuration can be extended by notifying the Service Provider in writing or by confirming chosen options from the licensing screens available through the Service.

This Agreement also applies to any additional support, data manipulation, consultancy, training or other work carried out by the Service Provider on behalf of the Customer.

By enabling the multi-currency functionality within the Service You confirm that You have read and accept the XE.com [terms and conditions](#) for the use of the XE Currency Datafeed service.

## 6. GRANT OF LICENSE TO ACCESS AND USE THE SERVICE

On Service commencement, the Service Provider grants the Customer and the Customer accepts a world-wide, royalty free, non-sublicensable, non-transferable, non-exclusive licence to use the Service during the term of this Agreement for the sole purpose of managing and administering the Customer' s own business activities. The Customer is not permitted to use the Service for any other purpose than specified in this Agreement.

## 7. USER ACCOUNTS AND ACCOUNT SECURITY

The Customer may create and delete User accounts for persons employed by the Customer, or for employees of their Affiliates. The Service Provider reserves the right to refuse access to the Service to anyone or any company at any time without notice for any reason.

The Customer is responsible for maintaining the confidentiality of account passwords, and is responsible for all activities that occur under the Customer' s account and the accounts of Customer Users.

On first access to the Service, the Customer will be provided with the user name and password for the first User. The Service will also have a default password for new Users. The Customer is responsible for creating new User accounts for accessing the Service and proper password control for the Users.

All Users should change their automatically issued passwords to confidential passwords after having their User accounts created.

The Service is a multiuser system and the Customer may create new User accounts with access to the Service. These User accounts will have access to the Customer' s data, and may have rights to create other User accounts.

The Customer agrees to immediately notify the Service Provider of any unauthorized use of any User' s login credentials, or any other breach of security.

To the fullest extent permitted by law, the Service Provider shall not be liable for any loss or damage arising from the Customer' s failure to comply with this clause 7.

The Service Provider can not provide new passwords. In the event of password loss by a User, a different User who has administrator rights in the Customer' s system may reset the password of another User to the default value.

In the event that the password of the First User is lost, the Service Provider may reset the First User' s password at the Customer' s request, and email the password to the email address stored in the system for the First User.

#### 8. EXTERNAL LINKS

The Service may provide links or reference to other websites (collectively, "Linked Sites"). While the Service Provider endeavours to provide links only to those websites that are reputable and safe, to the fullest extent permitted by law, the Service Provider shall not be responsible for the information, products or services obtained from Linked Sites and shall not be liable for any damages arising from the Customer' s or Users' access to or use of Linked Sites. Linked Sites are provided as a convenience and any inclusion of links or frames in the Services does not imply an endorsement of the Linked Sites or their content. From some parts of the Service it may be possible to order services or products from third parties. To the fullest extent permitted by law, the Service Provider is not responsible for information or activities when such features are used.

#### 9. INFORMATION ABOUT THE USE OF THE SERVICE

The Service Provider may publish or transfer aggregate information (which does not identify the Customer or any User) about the use of the Service to potential customers and other parties. Unless agreed in writing elsewhere with the Customer, the Service Provider may publish the name of the Customer in lists of its business references. The Service Provider reserves the right to track and analyse system usage and detailed usage information for the purposes of product development.

#### 10. REVERSE ENGINEERING AND MODIFICATION OF THE SERVICE

To the fullest extent permitted by law, the Customer is prohibited from modifying, translating, decompiling, disassembling or reverse engineering or otherwise attempting to determine the source code for the operation of the Services or any Information or content, or creating derivative works based on the Services or any part of the Services. For purposes of this Agreement, "reverse engineering" shall mean the examination or analysis of the Services or content to determine its source code, sequence, structure, organization, internal design, algorithms or encryption devices, and, "Information" shall mean all data, material, text,

photographs, music, video, software, sound, graphics, other information or materials contained in the Services or the website or portions thereof. The Customer shall not make technical changes to the operation, display, outlook or other feature of the Services by creating code or other mechanism on the client machine or connecting machines such as proxy servers or routers. The Customer shall not prevent any part of the screen display from appearing on the client screen.

#### 11. THE WORKING OF THE SERVICE AND COMPETITIVE COMMERCIAL OR PRODUCT ACTIVITY

The Customer shall not disclose or inform the working of the Service to third parties. The Service Provider may terminate this Agreement immediately if the Customer becomes engaged in any commercial or product development activity that may be considered competitive to the Service.

#### 12. ACCESS TO CUSTOMER' S DATA

The Customer' s data stored by the Service Provider as part of the Service shall remain property of the Customer. Access to this personal data is restricted so that it may only be accessed through the Service and only by Users who are logged in using a username and password created by the Customer; or employees of the Service Provider or a designated third party contractor who have been designated by the Service Provider as technical contacts in respect of the Service (for example designated members of the Customer' s help desk or consultant roles, system administrators for the database, database administrators). The Customer' s data shall be considered to be the confidential information of the Customer.

If the Account has been created by a Partner on behalf of the Customer, by default one or more employees registered by the Partner in Manu Online' s partner program will have full access to the Customer' s data. The First User, or other user nominated with Administrator rights, may delete or disable or limit the rights of these Users in their Account.

#### 13. PROVISION OF THE SERVICE

After commencement of Service provision, the Service Provider shall provide the Customer with the Service. The Service Provider shall be responsible for the maintenance and repair of the Service Provider' s own hardware and software used by the Service Provider in the provision of the Service. The Service Provider shall use its reasonable commercial efforts to keep the Service continuity available to the Customer, but does not warrant that the Service will be provided in an uninterrupted or continuous manner. The Service may be temporarily unavailable due to service, maintenance or development work or other reasons. The Service Provider may make changes to the Service as a normal part of the Service Provider' s product development. At its own discretion, the Service Provider may inform the Customer about certain upgrades and changes. For the purpose of upgrades and system maintenance the Service Provider may temporarily

cease provision of the Service for a limited time. Wherever possible, the Service Provider will avoid these maintenance breaks being scheduled during normal working hours (05:00 – 17:00 Universal time). If a scheduled maintenance break is expected to last longer than 5 minutes during normal working hours, then the Service Provider will use reasonable commercial endeavours to inform the Customer at least one day in advance.

#### 14. DATA STORAGE AND TRANSFER

The Service Provider will store the Customer' s data in a secure environment. The Customer is entitled to 200 Megabytes of storage space as standard. Additional space may be requested for an additional fee. The Service Provider may subcontract or outsource the provision of infrastructure for the Service, including the systems for data storage. The Customer agrees that, the Service Provider may give its affiliates and subcontractors outside of the European Economic Area (EEA) access to personal data you store or process using the Service for the purpose of providing the Service.

The Service Provider will implement a backup program which will keep a nightly backup of the Customer' s data. In addition, once a month, a nightly backup of the data will be taken and then stored off-site.

The Service Provider takes no responsibility for the reliability, security or quality of any data transfer initiated by you to the Service Provider or the Services.

The Service Provider will provide the Customer with a copy of the Customer' s database at the Customer' s request. This copy of the database is in a simplified structure which can not be used for restoring the data to the Service at a later date. Provision of this copy will incur additional costs for which the Service provider may charge the Customer. This copy will only be delivered to the registered address of the Customer and may take up to fifteen working days from a written request for the same.

The Customer shall access the Service using a computer network using the IP protocol. The Customer is responsible for the security of the data connection between the Service and the Customer' s location.

#### 15. APPROPRIATE CONDUCT

The Customer agrees to use the Service only for purposes that are legal, proper and in accordance with the terms of this Agreement.

#### 16. ADVERTISING

Depending on the licence options chosen by the Customer some part of the Service may be supported by advertising revenue and may display advertisements and promotions. The manner, mode and extent of advertising are subject to change. The Customer agrees that the Service Provider shall not be responsible or liable for any loss or damage of any sort incurred by the Customer as a result of the inclusion of such advertising or promotion or as the result of the presence of such advertisers on the Services. The Customer agrees that the Service Provider may access data that the Customer has entered into the Service (including personal data) for the purposes of providing relevant advertising. Some parts of the analysed data may be exposed on the public internet in order that it may be accessible by search engines and advertising delivery systems. The Customer has the right to remove advertising from their Service upon selection of the appropriate licensing model and payment of the appropriate monthly fee.

## 17. INTELLECTUAL PROPERTY

Service Provider Intellectual Property Rights are owned by the Service Provider or licensed to the Service Provider by a third party. Product and service names are registered or unregistered trade marks of the Service Provider. All trade marks, service marks and logos used in the Service or on the Website are the property of their respective owners. All title and right including without limitation the Intellectual Property Rights in the Service (and its parts and to the applications running as a part of the Service) and any and all Documentation (and other material provided by the Service Provider to the Customer) belong to the Service Provider. The Service Provider reserves all rights that are not expressly granted to the Customer in this Agreement. No exclusive rights shall be granted by this Agreement.

## 18. TERM AND TERMINATION

### 18.1 TERM

This Agreement commences when your order is accepted by the Service Provider and is valid until notice of termination by either party given in accordance with clause 19.2 (Right to Terminate)

### 18.2 RIGHT TO TERMINATE

The Customer may terminate the Agreement at any time for convenience by giving one full calendar month's notice. Termination notice shall be given in writing by the Customer to the Service Provider. The Service Provider has the right to any User fees invoiced under the Agreement up to receipt of the notice of termination or incurred prior to termination.

The Service Provider may terminate the Agreement with 6 calendar months' notice. Termination notice shall be given in writing (which may include email correspondence or notice delivered through the Services) by the Service Provider to the Customer.



The Service Provider has a right to terminate the Agreement with immediate effect:

- 18.2.1 if the Customer is in material breach of any term or condition of this Agreement and fails to remedy such breach (where capable of remedy) within 7 working days after receipt of written notice of such breach given by the Service Provider; or
- 18.2.2 if the Customer enters commits or suffers an Insolvency Event (meaning any one or more of:
  - 18.2.2.1 a notice being issued to propose a resolution for winding up or dissolution, or such a resolution being passed;
  - 18.2.2.2 a petition for a winding up or an administration or bankruptcy order being presented, or such an order being made;
  - 18.2.2.3 any steps being taken with a view to a voluntary arrangement or other assignment, composition or arrangement with all or any creditors or any moratorium, readjustment, rescheduling, forgiveness or deferral or all or any indebtedness;
  - 18.2.2.4 suspension of payments to all or any creditors and/or ceasing business;
  - 18.2.2.5 an encumbrancer taking possession of all or any assets of the Customer;
  - 18.2.2.6 an administrator or receiver being appointed over the Customer or all or any of its assets;
  - 18.2.2.7 any action anywhere similar or analogous to any of the foregoing; and
  - 18.2.2.8 the Service Provider having reasonable grounds for believing that any of the foregoing is imminent); or
- 18.2.3 any sum owing to the Service Provider from the Customer or the Customer' s Partner on any account whatsoever shall be unpaid after the due date for payment.

### 18.3 PERMANENT DELETION OF CUSTOMER' S DATA.

The Customer may request at any time that the Service Provider permanently delete the Customer' s data. This request must be made in writing by an authorised signatory of the Customer.

### 18.4 NON USE OF THE SERVICE.

If no User of the Customer has logged into the service for 3 months then the Service will normally be locked for the Customer, preventing any User from accessing the Service. To unlock the

Service, the First User must contact the Service Provider by email to request that their system is unlocked. If such a request is not received within a further 3 months from the date of locking the Service, the Service Provider may remove the Customer' s account and all data entered by the Customer may be permanently deleted without further notice. At this time the Agreement shall be terminated.

## 18.5 RESPONSIBILITIES AT TERMINATION

Following termination of the Agreement the Service Provider (save for the Customer' s unremedied breach or Insolvency Event or non-payment or non-use of the Service) will, on request of the Customer, return a copy of the Customer' s data within 30 days in SQL or alternative format and using a suitable media such as CD ROM. Following written receipt of the data, the Service Provider will delete all copies of the Customer' s data. The cost of this work is according to the Service Provider' s published work hourly costs from time to time. Following termination, the Customer is responsible for returning all handbooks, training materials, specifications or other Documentation that has been delivered as part of the Service.

## 19. PRICING AND PAYMENT TERMS

### 19.1 PRICING

All prices are subject to change. If the prices change the Service Provider shall give the Customer at least 30 days' notice. The notice may be provided on the Service itself, the Website or by email.

### 19.2 PAYMENT

Payment is in advance by credit card. Any credit or debit card information is recorded at the point at which the Customer submits an order, with the credit card then being authorised against the transaction. The relevant price is the price stated on the Website, or set out when the licensing options incorporated in the Service is selected, unless separately agreed in writing between the parties. VAT or other sales taxation will be added to the prices and the appropriate rate prevailing at the relevant tax point which shall be shown separately on the Customer' s invoice/statement. Interest of 10% p.a. will accrue on late payments. The Service Provider has the right to terminate this Agreement and prevent access to the Services if the service fee is unpaid. Any work and travel costs will be invoiced separately.

## 20. WARRANTY

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE SERVICE PROVIDER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE CUSTOMER' S USE OF THE SERVICES IS AT

CUSTOMER' S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SERVICE PROVIDER MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET THE CUSTOMER' S REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SERVICES WILL BE ACCURATE OR RELIABLE, AND (V) ANY ERRORS IN THE SOFTWARE UNDERLYING THE SERVICE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM THE SERVICE PROVIDER OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE CUSTOMER IS SOLELY RESPONSIBLE FOR ACCEPTANCE TESTING OF THE SERVICE (AND ANY SUBSEQUENTLY PURCHASED PART OF THE SERVICES) AND THAT THE SERVICES MEETS THE CUSTOMER' S REQUIREMENTS.

#### 21. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE SERVICE PROVIDER SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE CUSTOMER' S TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

DIRECT DAMAGES: MANU ONLINE' S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID TO MANU ONLINE FOR USE OF THE SERVICE FOR THE SIX MONTHS PRIOR TO THE DATE THE LIABILITY FIRST AROSE.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE SERVICE PROVIDER SHALL NOT BE LIABLE TO THE CUSTOMER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) AND/OR BREACH OF STATUTORY DUTY FOR ANY LOSS OR DAMAGE WHICH THE CUSTOMER MAY SUFFER BY REASON OF ANY ACT, OMISSION, NEGLIGENCE OR DEFAULT (INCLUDING NEGLIGENCE) IN THE PERFORMANCE OF THE AGREEMENT BY THE SERVICE PROVIDER IN AN AGGREGATE SUM WHICH IS GREATER THAN THE VALUE OF THE PAYMENTS ACTUALLY RECEIVED BY THE SERVICE PROVIDER FROM THE CUSTOMER FOR THE SERVICES UNDER THIS

AGREEMENT DURING THE TWO YEARS PRIOR TO THE EVENTS GIVING ARISE TO ANY CLAIM (OR THE GREATER OF THE SUM CALCULATED FOR ANY ONE CLAIM UNDER THIS CLAUSE 22 IN RESPECT OF MULTIPLE CLAIMS).

NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE EITHER PARTY' S NON-EXCLUDABLE LIABILITY IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS SERVANTS OR AGENTS; OR EXCLUDE LIABILITY FOR FRAUDULENT MISREPRESENTATION.

## 22. CONFIDENTIALITY

The Parties agree keep secret and confidential and not to divulge Confidential Information of the other to any third party (except as permitted by this Agreement), and to use Confidential Information only for the purpose for which it is supplied. On termination or expiry of the Agreement each Party shall promptly upon request return to the other Party all documents and materials (and any copies) containing the other Party' s Confidential Information; and erase all the other Party' s Confidential Information from its computer systems (to the extent possible, and save where expressly stated otherwise in this Agreement).

## 23. FORCE MAJEURE

Neither of party to this Agreement will be in violation of the Agreement if the failure to perform any obligation set out in this Agreement (save for the obligation for the customer to pay) is due to an event beyond the relevant Party' s control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labour action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

## 24. GENERAL TERMS

### 24.1 LANGUAGE

All notices between parties shall be written in English and shall be deemed to have been given if sent by certified or registered mail to the addresses set forth in this Agreement.

### 24.2 ENTIRE AGREEMENT

No representations, warranties or agreements, oral or written, express or implied, have been made to any Party hereto, except as expressly provided herein. This Agreement shall be binding upon the respective Parties hereto and their permitted successors and permitted assigns. In the event that any provision hereof is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms, unless the business purpose of this Agreement is substantially frustrated thereby. This Agreement constitutes the entire

understanding and agreement between the Parties regarding the subject matter of this Agreement, and supersedes all other prior written and oral communications regarding this transaction, and may not be altered, modified or amended except by a written amendment executed by both Parties.

#### 24.3 AMENDMENTS TO THIS AGREEMENT

The Service Provider reserves the right to change or modify this Agreement at its discretion. Changes shall be effective immediately upon notice to the User by email or posting at the Service Provider' s Website. Continued use of the Service after changes to the Agreement constitutes the User's acceptance of said changes. It is recommended that the User review the most current version of the Service Provider' s Website.

References to "writing" in this Agreement do not include email or fax unless specifically stated to the contrary. The email address which is provided by the Customer during the registration process will be used as the main email address for correspondence to the Customer, and Customer agrees that the Service Provider may treat any communication from this email address as authorised correspondence and instructions on behalf of the Customer. The Customer must keep its account details, including this main email address, up to date at all times. This main email address can be changed by editing the email address of the user in the system marked as "First user" .

#### 24.4 INVOICING PARTY

In the case that another company belonging to the Manu Online group of companies is registered in the same country as the Customer, the Service Provider as a matter of convenience may arrange invoicing to the customer from this company. The appropriate sales or value added tax will be added as is relevant for that country.

#### 24.5 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of England. The Parties irrevocably submit to the non-exclusive jurisdiction of the English Courts in respect of any dispute arising out of this Agreement.