



ELITE MASTER TERMS

1. GENERAL

- 1.1 These Master Terms (the "Master Terms") are applicable to any Order Form (each, an "Order Form") issued by Sky UK New Co Limited or any of its subsidiaries or affiliates ("Elite") to the customer listed in the Order Form ("Customer") to provide access to the products and services identified therein (the "Services") and to Customer's use of the Services.
- 1.2 Parties. Each party and any entity that is directly or indirectly owned by such party (an "Affiliate") may enter into Order Forms which are governed by the Master Terms. Where an Order Form is entered into by an Affiliate, references in the Order Forms governed by these Master Terms, and other Schedules, exhibits or addenda referred to or incorporated in them, each between the same parties (collectively, the "Agreement") to "Elite" refer to Elite's Affiliate to the extent it is performing under the Order Form, and references to "Customer" refer to the customer that has executed these Master Terms or any Order Forms and such customer's Affiliate and "parties" or "party" shall be construed accordingly. All Order Form(s) executed by the same entities, together with the Master Terms, collectively comprise a single Agreement between such entities only. Accordingly, one or more separate Agreements may be created, each governed by the same Master Terms.
- 1.3 Precedence. If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular terms): Order Form, Annexes, Schedules, Master Terms (excluding the Annexes and Schedules). Clause 7 (Third Party Providers) takes precedence over any conflicting terms of the Agreement.

2. **GRANT OF LICENSE**. Subject to the terms and conditions set forth herein, Elite grants to Customer, and its authorized Users, as listed in the relevant Order Form, for the term of the applicable Order Form, a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to access the Service(s) pursuant to the terms and conditions set forth in these Master Terms. All rights not expressly granted to Customer and its Users pursuant to the Master Terms are reserved to Elite. "Users" shall mean any individual who is authorized to access any Service pursuant to an Order Form. If a relevant Order Form references a "Timekeeper," such term shall mean "any active person who generates revenue for the Customer, including but not limited to any active fee earner, who is measured, tracked or recorded by timecard, charge card, cost card, fixed fees or charges." Timekeepers shall constitute Users for purposes of these Master Terms.

3. **TERM** The Master Terms shall commence on the Effective Date specified in the relevant Order Form (the "Effective Date") and remain in force during the term of any Service that Elite supplies pursuant to an Order Form. The initial term of each Agreement shall be specified in the relevant Order Form. Each initial term shall automatically renew for additional one-year periods, unless one party gives the other at least six months' notice prior to the end of the then-current term (each, a "Term").

4. CHARGES

- 4.1 Payment of Charges. Unless stated otherwise in an Order Form, Customer will pay the fees Elite charges for the supply of a Service as specified or referred to in the relevant Order Form(s) or related Schedules (the "Charges") that are not the subject of a good faith dispute within 30 days of the date of the invoice, which shall be delivered on an annual basis commencing on the Initial Term Start Date that is set forth in the relevant Order Form, and without set-off, counterclaim or deduction. Customer agrees to notify Elite or its agent of any disputes within 15 days of the date of invoice. Where permissible by law, Elite may apply a service charge of 1% per month or the highest lawful interest rate



(whichever is lower) to all amounts not paid to Elite when due.

- 4.2 Payment of Taxes. The Charges are exclusive of taxes, and Customer will also pay applicable taxes and duties (including withholding taxes, value added tax (VAT), or other taxes but excluding taxes imposed on Elite' net income). Customer will provide to Elite written evidence of any withholding tax paid by Customer or any tax exemption on which Customer wishes to rely. If Customer is obliged to withhold or deduct any portion of the Charges, then Elite shall be entitled to receive from Customer such amounts as will ensure that the net receipt, after tax and duties, to Elite in respect of the Charges is the same as it would have been had the payment not been subject to the tax or duties.
- 4.3 Changes to Charges. Elite may increase, or adjust the basis for calculating the Charges in any renewal term with effect from the start of any such renewal term by giving Customer at least 90 days advance written notice.
- 4.4 Excess Use. Access to the Services is limited to the scope set forth on the applicable Order Form. In the event that the Customer's scope of use exceeds the limits set out in the Order Form (such as amount of usage, the number of Users, transactions (including returns), content, entities, and/or territories) Elite shall be entitled to charge additional Charges for the excess use at the rates set out in the Order Form or at the then current Elite pricing, whichever is greater, to the extent such pricing has not been set forth in an existing Order Form.
- 4.5 Changes of Customer. If Customer undertakes any reorganization (including without limitation, any acquisition or merger), the parties agree the Charges will be revised to account for the subsequent increased value derived or scope of use within the terms of the applicable license.

5. **PERFORMANCE.** Elite will provide the Services to Customer using reasonable skill and care and in accordance with good industry practices. Elite will provide, and Customer will use, the Services in accordance with (a) the usage instructions and operating specifications to run or access the Service and (b) applicable laws and regulations.

6. USAGE PERMISSIONS AND RESTRICTIONS

- 6.1 Usage. Elite permits Customer to use the Services within the scope of use set out in the Master Terms and the relevant Schedule and/or Order Form. Any materials, such as software, hardware and related documentation supplied by Elite or its Affiliates (the

"Materials") and communications facilities or networks provided by Elite in connection with the Services may only be used to access the Services and benefit from the rights granted under the Agreement. Elite may make available to Customer an open API to achieve interoperability between a Service and any other software applications or technology, which Customer may use where applicable, subject to Elite' then current Charges (if any) for such APIs. If Customer is a professional firm in the business of providing audit, tax, accounting, or legal services to its clients, this Agreement does not preclude Customer from using the Services for the purpose of advising its clients.

6.2 Usage Restrictions.

a) Customer will not: (I) copy or modify any part of the Services; (ii) use or provide the Services on a white-labelled/re-branded basis, or otherwise, for the benefit of any third party (other than third parties to the extent they are expressly permitted under the Agreement to receive access to the Services); (iii) use any Materials, or communications facilities or networks provided by or on behalf of Elite, other than to receive and properly use the Services; or (iv) merge, decompile, disassemble, or reverse-engineer software (except as expressly permitted by law or regulation to achieve interoperability with other technology where such rights cannot be modified by agreement) or change the filename of software.

b) Any Information, Materials or other rights provided with a Service are non-transferable and non-sublicensable by Customer. Customer shall not provide any Information to any third party without Elite's prior written consent. "Information" means the information (including, but not limited to, data, text, images and sound recordings) contained in the relevant Service in raw form and such information as it may be modified by Customer, except to the extent that the modified information is modified by Customer (e.g. performing calculations or combining it with other data) to such a degree that it cannot be recognized as deriving from the Information, reverse engineered or otherwise traced back to the Information, without an extraordinary amount of time and effort other than by the creator. All other information that does not satisfy these criteria constitutes "Information".

c) Unless previously authorized by Elite, Customer must not (i) run or install any computer software or hardware on Elite Services or networks; (ii) use any technology to automatically download, mine, scrape or index any Information; or (iii) automatically

connect (whether through APIs or otherwise) any Service to other data, software, services or networks.

d) Notwithstanding anything to the contrary in this Agreement, Customer and any third-party are prohibited from accessing or utilizing Elite's proprietary code or private APIs for any purpose.

7. THIRD PARTY PROVIDERS.

7.1 Third Party Additional Terms. Elite products and services may include data and software from third parties. Some third parties (other than an Affiliates) whose information, materials or services are included or used in a Service ("Third Party Providers") require Elite to pass additional terms through to Customers. The Third Party Providers change their terms occasionally and new Third Party Providers are added from time to time. Customers shall comply with all applicable third party terms.

7.2 Third Party Rights. Any rights conferred on third parties pursuant to the Contracts (Rights of Third Parties) Act 1999 will be excluded, except Elite Affiliates and Third-Party Providers that benefit from Elite rights and remedies under this Agreement. No other third parties have any rights or remedies under the Agreement.

8. INTELLECTUAL PROPERTY

8.1 Services. Customer acknowledges that, as between the parties, all database rights, moral rights, the rights in and to patents, trademarks, service marks, trade and service names, copyrights, know-how and trade secrets, and all rights or forms of protection of a similar nature whether now existing or hereafter arising (the "Intellectual Property Rights") in the Services (including Information and Materials) are (a) owned by Elite, its Affiliates or Third Party Providers, and (b) hereby reserved to Elite unless specifically granted in the Agreement. Customer will not remove or conceal any proprietary rights notices in the Services and will include such notices on any copy it is permitted to make.

8.2 Customer Materials. Elite acknowledges that, as between the parties, all Intellectual Property Rights in the information, software, or other materials provided to Elite by or on behalf of Customer, which Elite is required to host, use or modify in the provision of a Service (the "Customer Materials") are owned or licensed by Customer. Customer grants Elite permission to use, store and process Customer Materials in accordance with applicable law. Access and use of Customer Materials by Elite, its employees and contractors

will be directed by Customer and limited to the extent necessary to deliver the Services, including training, research assistance, technical support and other services. Elite may delete or disable Customer Materials if required under applicable laws, and in such instances Elite will use reasonable efforts to provide notice to Customer. If Customer Materials are lost or damaged, Elite will assist Customer in restoring Customer Materials from the last available back up copy.

8.3 Use of Name. Other than as necessarily required for the provision of the Services, neither party may use the other party's name, trademarks or any derivatives of them, except for internal purposes or as required by law or regulation, without the other's prior written consent, not to be unreasonably withheld.

9. SECURITY.

9.1 Where Services are provided to a User, concurrent usage or sharing of Services between Users is not permitted. However, Customer can transfer a Service from one User to another in the same country who is employed by Customer by notifying Elite. Access to the Services may be subject to using passwords, smartcards, or other security devices ("Security Credentials") provided by Elite. Such Security Credentials must not be shared.

9.2 Elite may change Security Credentials with notice to Customer or Customer's Users for security reasons. Each party will use reasonable efforts to scan the Services and its related systems for any code or device which is designed or intended to impair the operation of any computer or database or prevent or hinder access to, or the operation of, any program or data, using detection software generally accepted in the industry.

9.3 Elite shall comply with the terms of Elite's Data Security Addendum, which can be found at assets.elite.com/Data_Security_Addendum.pdf.

10. TERMINATION AND CONSEQUENCES OF TERMINATION

10.1 Obsolescence. Elite may obsolete: (a) a prior version of a Service with reasonable prior notice following the general availability of an update or upgrade (whether designated with the same Service name or not), and (b) any Service as a whole on at least six months' prior notice; provided that, any such obsolescence on a whole shall not occur during the term of any applicable Order Form. Elite will have no obligation to provide or support obsolete Services or versions of Services at the end of such notice periods. In the case of a version obsolescence described in (a), the term of the affected Service will continue unless,

where the new version is subject to additional Charges, Customer may terminate the Service by providing Elite with 30 days' notice after the date of Elite's notice. In the case of Service obsolescence described in (b), the Service will terminate (except to the extent Elite has granted Customer a perpetual right to use the software).

- 10.2 Termination for Breach. Either party may terminate the Order Form for applicable Services under the Agreement, upon notice, if the other party materially breaches the Agreement with respect to such Service(s) and the breach (a) remains unremedied 30 days after the date of notice to the breaching party from the other party describing the breach and requiring it to be cured, or (b) is incapable of being cured.
- 10.3 Termination for Insolvency. Either party may terminate the Agreement, immediately upon notice, if: (i) the other party enters into a composition with its creditors; (ii) a court order is made for the winding up of the other party; (iii) an effective resolution is passed for the winding up of the other party (other than for the purposes of amalgamation or reconstruction); (iv) the other party has a receiver, manager, administrative receiver or administrator appointed with respect to it, (v) the other party ceases to be able to pay its debts as they fall due; or (vi) the other party takes or suffers any action similar to any of the above on account of debt in any jurisdiction.
- 10.4 Injunctive Relief. Nothing in this Agreement prevents Elite or Customer from seeking an immediate injunction or similar remedy from a court of competent jurisdiction to prevent or restrain breaches of the Agreement.
- 10.5 Refunds. Where Elite terminates a Service other than under clauses 10.2 (Termination for Breach) or 10.3 (Termination for Insolvency), or Customer terminates a Service pursuant to the terms of this Agreement, Customer will be entitled to a pro rata refund of any recurring Charges that Customer has paid in advance for the terminated Service.
- 10.6 Delete or Return Information and Materials. Following termination, and at any time at a party's request, with respect to Confidential Information, and subject to the remainder of this clause 10.6, the other party will promptly return, delete or destroy the requesting party's Confidential Information. However, each party may retain copies to the extent required by, and used only to (i) comply with, law or regulation, and (ii) support the enforcement or defense of a party's rights under the Agreement. Elite will not be required to return, delete or destroy any feedback or information

created by Elite customers and provided to Elite, and accepted by Elite, for inclusion in any service of Elite or its Affiliates for distribution to its customers (the "Contributed Data") contributed by Customer's Users to any Service. "Confidential Information" means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement, but excluding Contributed Data.

- 10.7 Survival of Terms. Termination of all or any part of the Agreement will not affect a party's respective accrued rights and obligations. The following clauses will survive termination: 4.1 (Payment of Charges), 4.2 (Payment of Taxes), 10.5 (Refunds), 10.6 (Delete or Return Information and Materials), 10.7 (Survival of Terms), and 11-12 (Confidentiality and Data Privacy) and 13-15 and 18 (Disclaimers; Limitation of Liability; Indemnity and Miscellaneous), along with any others that by their nature should survive.
11. **CONFIDENTIALITY**. All provisions of these Master Terms and Confidential Information of each party shall be kept strictly confidential by the other party and may not be disclosed without prior written consent, except for any disclosure required by order of a court or governmental authority with jurisdiction over such other party.
12. **DATA PRIVACY**
- 12.1 Data Protection Legislation. Each party will at all times comply with all legislation relating to an individual's right to privacy with respect to the processing of Personally Identifiable Information (as defined below) ("Data Protection Legislation") in respect of its processing of any personal data (as such term is defined in Data Protection Legislation) processed as part of the Services or in connection with this Agreement (the "Personally Identifiable Information").
- 12.2 Customer-Provided Data. Customer confirms that any Personally Identifiable Information made available or uploaded into the Services by, or on behalf of, Customer and processed by Elite under this Agreement has been collected and disclosed in accordance with Data Protection Legislation. When using the Services or accessing Elite's systems or any other Information held by Elite, Customer shall not input, upload, maintain or disclose any irrelevant or unnecessary Information about individuals.
- 12.3 Cooperation. The parties shall use reasonable efforts to assist one another in relation to the investigation

and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of Personally Identifiable Information.

- 12.4 Protective Measures. Each party will maintain and will require all third party data processors each such party engages to maintain, appropriate physical, technical and organizational measures to protect Personally Identifiable Information against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access.
- 12.5 Local Law Requirements. If in respect of its processing of Personally Identifiable Information, Customer or Elite is required by the express terms of Data Protection Legislation to include specific privacy terms in its written contract with the other party, additional data privacy terms shall be notified to Customer by Elite from time to time. The parties acknowledge and agree that these additional data privacy terms shall apply in addition to this clause 12 and form an Annex to this Agreement. In such circumstances, any reference to clause 12 in this Agreement shall be construed to include such additional data privacy terms.
- 12.6 The terms of the Data Processing Addendum ("DPA"), which can be found at https://assets.elite.com/Data_Processing_Addendum.pdf, shall apply to the extent Elite Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference.

13. DISCLAIMERS

- 13.1 General Disclaimer. **All warranties, conditions and other terms implied by statute or common law including, without limitation, warranties or other terms as to suitability, merchantability, satisfactory quality and fitness for a particular purpose, are excluded to the maximum extent permitted by applicable laws. Unless expressly provided, the Services are delivered "as is" without warranty of any kind and Elite does not warrant or represent that the Services (or services, information or material supplied to Elite on which all or part of a Service depends) will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that all Faults will be corrected. Unless otherwise expressly stated in the Agreement, Elite shall not be liable for any loss, damages or cost (collectively, "Damages") resulting from any such Faults. Customer assumes sole responsibility and entire risk as to the suitability and results obtained from use of the Services, and any**

decisions made or actions taken based on the information contained in or generated by the Services. Customer is solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Services. In no event shall Elite or its Third Party Providers be liable for any penalties, interest, taxes or other amounts assessed by any governmental or regulatory authority.

- 13.2 No Advice. Customer understands that Elite is an aggregator and provider of information (including opinions) for general information purposes only and does not provide financial, tax and accounting, medical, legal or other professional advice. Some Information may contain the opinions of third parties, and Elite is not responsible for these opinions. Likewise, Elite is not responsible for any Damages resulting from any decisions of Customer, or anybody accessing the Services through Customer, that are made in reliance on the Services, including decisions relating to the sale and purchase of instruments or legal, tax and accounting, compliance, financial and/or risk management decisions. Customer agrees that it uses the Services at its own risk in these respects.

14. LIMITATION OF LIABILITY

- 14.1 Unlimited Liability. The limits on liability in clause 14.2 (Liability Cap) do not apply to: (a) a party's fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates a reckless disregard for the rights of others; (b) negligence causing death or personal injury, (c) any indemnification obligations, other than to the extent described in clause 15.2 (Third Party Limitation), Elite's infringement of Customer's Intellectual Property Rights in the Customer Materials, or (e) Customer's liability to pay the Charges and any amounts Elite would have charged for use of the Services beyond the usage permissions and restrictions granted under the Agreement. Nothing in this Agreement limits liability that cannot be limited under law.
- 14.2 Liability Cap. Each party's aggregate liability to the other in any calendar year for Damages (in contract, tort including negligence or otherwise) arising out of or in connection with the Agreement will not exceed the Charges payable by Customer to Elite for the applicable Service(s), excluding professional services, which forms the basis for the claim(s) during the 12 month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those Damages.
- 14.3 Exclusions. Neither party will be liable for any: (a)

indirect, incidental, punitive, special or consequential Damages arising out of or in connection with the Agreement; (b) loss of data (except that Elite shall be liable to restore data from any available back-ups); or (c) loss of profits (except with respect to the Charges); even if such Damages or losses in (a)-(c) could have been foreseen or prevented.

- 14.4 Force Majeure. Neither party will be liable for any Damages or failure to perform its obligations under the Agreement due to circumstances beyond its reasonable control. If such circumstances cause material deficiencies in the Services and continue for more than 30 days, either party may terminate any affected Service upon notice to the other party.

15. INDEMNITY

- 15.1 Elite Indemnity. Elite will indemnify Customer against Damages Customer incurs as a result of any third party claim that the Services infringe the Intellectual Property Rights of a third party in the locations where Customer is permitted by Elite to use the Services, except if the Damage results from:

(a) the combination of all or part of the Service with other products or technology not supplied by Elite; (b) modification of all or part of the Service other than by Elite or its subcontractors; (c) use of a version of the Service after Elite has notified Customer of a requirement to use a subsequent version; or (d) Customer's breach of the Agreement. This indemnity will extend to Customer's Affiliates to which Customer makes the Services available in accordance with the Agreement.

- 15.2 Third Party Limitation. Where the indemnity obligation in clause 15.1 (Elite Indemnity) arises from Information or Materials Elite obtained from a Third Party Provider, Elite's monetary liability to Customer will be limited to the amount Elite recovers from the relevant Third Party Provider, divided by the number of other actual or potential claims by Elite customers (including Customer) against Elite arising from those Information or Materials.

- 15.3 Elite's Remedial Options. Elite may remedy any alleged or anticipated infringement of a third-party Intellectual Property Right by: (a) procuring the right for Customer to continue using the Service in accordance with this Agreement or (b) replacing affected Information and/or Materials with replacement(s) that do not alter the fundamental nature of the relevant Service.

- 15.4 Customer Indemnity. Customer will indemnify Elite and its Affiliates against Damages they incur arising

out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (a) an allegation that their use of Customer Materials infringes the Intellectual Property Rights of a third party (except to the extent of any indemnity Elite provides under clause 15.1 (Elite Indemnity)); (b) Customer's, its Affiliates' or their sub-contractors' use of the Services, including communications and networks, in breach of the Agreement; (c) Elite's compliance with any instruction given by Customer to Elite in the course of the provision of Services; or (d) an assertion by any person accessing or receiving the benefit of any part of a Service through Customer.

- 15.5 Conduct of Claims. The indemnification obligations in clause 15 are conditioned on the indemnified party: (a) providing the indemnifying party with prompt notice of the details of the claim and, if the indemnifying party requests it, control of the claim; (b) co-operating, at the indemnifying party's or relevant Third Party Provider's expense, in the defense or prosecution of the claim; and not making any admission or taking steps to settle any claim without the indemnifying party's prior written approval. The indemnified party may participate, at its expense, in the defense of any such claims through legal counsel of its choice.

16. PRODUCT AND SERVICE SPECIFIC TERMS

- 16.1 In the event that Customer has licensed the Service known as "eBilling Hub," the following terms shall apply:

- a) Elite shall invoice Customer for any unique invoice number uploaded to the eBillingHub system (each, an "E-Bill") generated by Customer that exceeds the number of E-Bills listed in the relevant Order Form and Customer shall pay the Charges set forth on any such invoices in accordance with these Master Terms.
- b) Elite is not responsible for the security of the transmission of PDF E-Bills or the transmission, or failed transmission, of PDF E-Bills to Customer's recipient. Elite will only store PDF E-Bills for 7 days after the recipient has opened them or 30 days after submission if the recipient does not open them. After such time period, PDF E-Bills will be removed from Elite's systems.

- 16.2 In the event that Customer has licensed the Service known as the "3E Cloud Service," the following terms shall apply:

- a) Customer must set up Azure Active Directory for access to the 3E Cloud Service.
- b) 3E Cloud Service Charges include Charges for up to a terabyte of data storage. Data storage in excess of a terabyte is subject to Additional Charges, which shall

be negotiated by Elite and Customer.

- c) Elite shall only be required to provide Customer with access to one sample instance and one final, production instance of the 3E Cloud Service.
- d) Support for the 3E Cloud Service shall occur in accordance with the terms of Elite's Service Level Agreement that is referenced in the relevant Order Form.
- e) Gatekeeper (SecureLink VSN (Virtual Support Network)) (hereinafter "Gatekeeper"), which is developed and supported by SecureLink, Inc. ("SecureLink"), is Elite's exclusive method for connecting to Customer (for the provision of any implementation services or maintenance/support services). Gatekeeper is provided to Customer by SecureLink under license. SecureLink is solely responsible for Gatekeeper. ELITE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GATEKEEPER. ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. Should Customer opt not to install Gatekeeper, Elite will connect to Customer's Elite software/subscription using WebEx or a similar tool at no charge to Customer.

16.3 Hourly Service Fees:

- a) Service dates that are cancelled by Customer less than 10 business days prior to its scheduled date will be invoiced to Customer at 50% of Elite's then-current price. If Customer cancels a service date less than 10 days prior to the scheduled date, any non-refundable travel expenses associated with such cancellation will be charged to Customer.
- b) Should Customer delay start of Services 1 year beyond the Effective Date, Elite reserves the right to adjust Customer's Service Fees to Elite's then current service rate.

17. **Non-Solicitation.** Customer agrees that, during the Term and for twelve months (12) thereafter, it will not, without the prior written consent of Elite, directly or indirectly employ or engage or solicit for employment or engagement any employee of Elite that has provided services to Customer pursuant to this Agreement; provided that, Customer shall not be in breach of this clause if such employment results from a response to a general public advertisement for employment or talent search engagement not specifically targeted at the relevant employee.

18. MISCELLANEOUS

18.1 Notices. All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by

email) or mail, courier, fax or delivered in person at the address set out on the latest Order Form between the parties (or such other more recent address notified to the other). However, Elite may give technical or operational notices or notices of Third Party Provider terms via alternate methods.

18.2 Choice of Law and Jurisdiction. The Agreement and any dispute or claim arising out of or in connection with the Agreement will be governed by and construed in accordance with the laws of the England and Wales, without giving effect to the conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. Each party hereby consents to the non-exclusive jurisdiction of the courts of England and Wales to settle all disputes or claims arising out of or in connection with the Agreement.

18.3 Assignment. Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. However, Elite may, without Customer's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with Elite's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of Elite or any similar business transaction.

18.4 Severability. If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

18.5 No Waiver. If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

18.6 Entire Agreement and Non-Reliance. The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all purchase orders or other form(s) used by the Customer, and any prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representations made by the other party that are not expressed in the Agreement.

18.7 Signature and Amendment. The Agreement is binding

when signed by Customer provided that Customer has not made any changes to the Agreement. The Agreement may be varied only by a written amendment signed by both parties.