



AuDeo Systems MASTER SERVICES AGREEMENT For Virtual Meetings

This Master Services Agreement governs all Orders between AuDeo, with offices located at 4 Lindenwood, Chineham Park, Basingstoke, Hampshire, RG24 8QY and the Customer identified on the Order Form. AuDeo and Customer are referred to herein as the "Parties" or individually as a "Party".

1. Definitions.

- a. "**Agreement**" shall mean the agreement between Customer and AuDeo pursuant to which AuDeo provides and Customer receives the Services, comprising an Order Form, this Master Services Agreement, the SLA and the AUP.
- b. "**AUP**" means the AuDeo Acceptable Use Policy, as revised by AuDeo from time to time and incorporated by reference herein, which is available on request from AuDeo.
- c. "**Initial Term**" means the minimum term of 12 months as specified on the Order Form.
- d. "**Content**" means the audio and video content transmitted using the managed video communications service.
- e. "**Customer**" means the company identified as such above.
- f. "**Customer Location**" means any Customer premises described in an Order Form.
- g. "**Effective Date**" means the date first written above.
- h. "**Software**" means the Video Conferencing software downloaded from Virtual Meetings.
- i. "**AuDeo**" means AuDeo Systems Ltd, AuDeo Ltd or any representative company appointed from time to time..
- j. "**Master Services Agreement**" means the terms and conditions set forth herein, which govern AuDeo's provision, and Customer's receipt, of the Services.
- k. "**Order Form**" means a form describing the Services ordered by Customer that is signed by authorised representatives of Customer and AuDeo.
- l. "**Payment Default**" has the meaning ascribed to such term in Section 16 below.
- m. "**Services**" are the services ordered by Customer as described in an Order Form.
- n. "**SLA**" means the AuDeo Service Level Agreement, as revised by AuDeo from time to time and is available on request from AuDeo.
- o. "**Work Product**" means all materials, software, tools, data, inventions, works of authorship and other innovations of any kind (including, without limitation, any deliverable and any improvements or modifications to AuDeo proprietary computer software programs and related materials) that AuDeo, or personnel working for or through AuDeo, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing the Services or as a result of such Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection.

2. Provision of Services. AuDeo will use commercially reasonable efforts to provide the Services that Customer may order from time to time either directly through AuDeo or through an authorised AuDeo sales agent. All Services will be supplied in accordance with this Agreement. If there is any inconsistency between this Master Services Agreement and any exhibit, schedule or other incorporated writing, this Master Services Agreement shall prevail. AuDeo may revise this Master Services Agreement, the SLA or the AUP from time to time without Customer's consent, provided that any such revisions shall not materially reduce Customer's rights or materially increase its obligations hereunder. AuDeo reserves the sole and exclusive right to determine the geographic area within which it provides Circuits and Services, and the rights to maintain, reconfigure or discontinue any Services or other product. If AuDeo intends to discontinue any of Customer's Services, AuDeo will provide Customer with at least thirty (30) days' written notice before discontinuing such Services and AuDeo will refund to Customer a pro-rated portion of any pre-paid fees associated with such discontinued Services. Customer understands that AuDeo's performance is dependent in part on third-party actions and the actions of Customer. Accordingly, AuDeo shall be excused from performing under the Agreement to the extent it is unable to perform as a result of such actions or inactions. AuDeo reserves the right to substitute Services that are different from, but substantially equivalent to, the Services ordered by the Customer on an Order Form. If the Services necessary to meet Customer's requirements are subject to charges in addition to those set forth in an Order Form, AuDeo will notify the Customer of any additional or increased charges and Customer shall have fourteen days to cancel the service order and avoid the additional or increased charges. Failure to cancel within such period will be deemed acceptance of the additional or increased charges.

3. Services. AuDeo will not supply any Services until Customer has signed an Order Form. AuDeo will not provide any Services until Customer has provided appropriate network connectivity. AuDeo will begin charging Customer for the Service immediately following AuDeo's notification to Customer that such Service has been provisioned and tested by AuDeo.



4. Customer Responsibilities.

a. **Generally.** Customer shall provide AuDeo with all information, cooperation and access that AuDeo reasonably requests including, without limitation, information about and access to each Customer Location as necessary or appropriate in performing the Services.

b. **Content Rights.** Customer shall be solely responsible for obtaining, and for bearing all costs, obligations and liabilities associated with, any licenses, releases or waivers related to the Content required by any third party or any act or regulation of any government, and any necessary rebroadcast or retransmission rights or permissions.

c. Customer covenants and agrees to retain all proprietary marks, legends and patent and copyright notices that appear on or in connection with the Services, Work Product, documentation and Confidential Information delivered to Customer by AuDeo and all whole or partial copies made by Customer thereof in accordance with this Master Services Agreement.

5. Use of Service. Customer may use the Services for its internal business purposes only. Resale or sub-contracting the Services to third parties is prohibited. Customer acknowledges that Customer's use of the Services pursuant to this Agreement does not authorise Customer to act as an agent of AuDeo with respect to the Services. Customer shall comply with the AUP. AuDeo reserves the right to suspend or cancel Service with respect to which Customer is found or suspected to be in violation of the AUP.

6. Charges. Charges shall commence on the first day of the Initial Order Term (as defined in Section 13 below). AuDeo shall invoice Customer once a month by either providing a paper invoice or an electronic invoice. AuDeo will bill Customer in advance for recurring charges and anticipated onetime charges, generally on the first day of the month. For example, AuDeo's July 1st invoice will include any recurring charges for Services to be received from July 1st to July 31, any one-time and/or usage charges anticipated to be incurred during that period and any prior charges incurred but not yet invoiced. For new Services commencing during a month, the service will be provided Free of Charge until the end of that month. From then on full monthly invoicing will apply.

7. Payment Terms. Payment shall be via Direct Debit, the completed form must be submitted with the Order Form. Customer's payment shall be considered late if not received by AuDeo within thirty (30) calendar days following Customer's receipt of the applicable invoice. After this thirty (30) day period, all unpaid charges will accrue interest at a rate of three percent (3%) per month above the NatWest published interest rate and Customer shall pay all collection costs incurred by AuDeo

8. Cancellation and Disconnection. If Customer desires to cancel Services, Customer shall provide AuDeo with written notice of such desire, and AuDeo shall cancel such Service within thirty (30) days after receiving such notice. Such written notice shall be sent to AuDeo at its offices stated on this Agreement. If Customer elects to cancel the Service during the applicable Order Term (or if AuDeo cancels Service for Customer's Payment Default or other violation of the Agreement), Customer shall pay to AuDeo the following as liquidated damages:

(i) the monthly fees for the balance of the remaining Order Term or three months, whichever is greater; plus (ii) the full amount of all past due charges and interest thereon, if any; plus (iii) any early cancellation charges incurred and paid to third parties by AuDeo due to such cancellation; plus (iv) any additional amount specifically set forth in an Order Form. In the event Customer fails to make a required payment for two or more months and/or fails to respond to any AuDeo notice, Customer shall be deemed to have cancelled the Service(s) and the foregoing liquidated damages shall be due and payable. The Parties agree that the liquidated damages are a good-faith estimate of AuDeo's damages and are not a penalty.

9. Support. AuDeo shall be Customer's initial point of contact with respect to support for the Services. AuDeo shall use commercially reasonable efforts to provide first and second-level technical and engineering support to Customer for issues relating to the Services. Customer understands that AuDeo may, from time to time, need to interrupt Services for maintenance and other operational reasons, and that Customer shall not receive any credits or compensation for such scheduled interruptions. If commercially feasible, AuDeo will give Customer reasonable advance notice (via email or otherwise) of such interruptions. AuDeo provides Customer support through the AuDeo Support Desk, which is made available Monday to Friday, 9am to 5pm daily.

10. AuDeo's Warranties; Outage Credits. AuDeo warrants to Customer, and only Customer, that the Services shall perform substantially in accordance with the performance criteria set forth in the SLA. This limited warranty shall be void if:

(a) any Software has been subjected to physical or electrical stress, misuse, neglect, accident or abuse, or damaged by any external causes; (b) the Services or Software has been repaired or altered by anyone other than AuDeo or AuDeo's subcontractors or affiliates, without AuDeo's express, prior written approval; (c) the Services or any software has been provided by someone other than AuDeo or AuDeo's subcontractors or affiliates; or (d) the Services or any Software is used in violation of the Agreement or any instructions furnished by AuDeo. AuDeo's sole obligation and Customer's sole and exclusive remedy if the Service fails to meet the SLA shall be to use reasonable commercial efforts to correct such failure, *provided* that (i) Customer promptly reports such failure as specified in the SLA; (ii) the failure can be reproduced or confirmed by AuDeo; and (iii) the cause of the failure is within AuDeo's control.



If a performance failure occurs that is within AuDeo's control, and AuDeo is unable to correct such failure, then, as Customer's sole and exclusive remedy, AuDeo will credit Customer's account with the amounts set forth in the SLA for the type of failure experienced by Customer, but only up to the amount paid by Customer for such Services in the month in which such failure occurred, as specified in the SLA. A single failure to meet the SLA shall not be a material breach of this Agreement, but repeated failures that substantially interfere with Customer's use of the Services may constitute a chronic outage and permit Customer to terminate the affected Service if AuDeo is unable to remedy such failures after written notice and application of all commercially reasonable efforts. Except as provided herein and in the SLA, AuDeo shall have no liability in connection with the failure of any of the Services to meet any transmission speed, throughput rates or other performance criteria, or in connection with any unavailability of or interruption in the Services.

11. Customer's Warranties. Customer warrants and represents that: (a) the Content and any portion thereof does not in any way violate any existing law, or infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity, right of privacy or other proprietary rights of any third party, either in whole or in part; (b) the Content contains no matter which, if published, will be libelous or defamatory; (c) it has obtained or will obtain all necessary consents, licenses, permissions and releases necessary to grant AuDeo the rights granted hereunder; (d) the Content complies with all UK Government laws and regulations (including those governing export and import and privacy) that are applicable to the transmission or use of the Content as permitted or contemplated by the Agreement for each country in which the Content is intended to be transmitted or delivered; (e) it has the full power and authority to enter into the Agreement and to perform its obligations hereunder; and (f) Customer is solely responsible for, and has paid or will promptly pay, all amounts due any third-party content provider or other person or entity that has a right to receive any royalty or other payment as a result of the transmission or other use of the Content as contemplated by or provided under the Agreement.

12. Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS MASTER SERVICES AGREEMENT, SERVICES AND SOFTWARE HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE THEREOF IS AT CUSTOMER'S OWN RISK. AUDEO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS MASTER SERVICES AGREEMENT, AUDEO DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. AUDEO DOES NOT GUARANTEE THAT ITS PROCEDURES AND SERVICES WILL PREVENT LOSS, ALTERATIONS OR UNAUTHORISED ACCESS TO CUSTOMER DATA OR CONTENT HOSTED, DISTRIBUTED OR DELIVERED THROUGH ANY FACILITY EMPLOYED IN THE DELIVERY OF THE SERVICES.

In addition to, but not in limitation of, the above disclaimer, neither AuDeo nor its agents or suppliers shall have any liability under any provision of this Agreement with respect to any performance problem, claim of infringement or other matter to the extent attributable to

- (a) any unauthorized or improper use or modification of the Equipment or Services;
- (b) any unauthorized combination of the Software or Services with other equipment or services;
- (c) any use of any version of the Services or Software other than the latest release; or
- (d) any breach of this Agreement, the SLA or AUP by Customer.

AuDeo (and AuDeo's agents and suppliers) shall not be liable to Customer for any of the following resulting from, or in any way related to, the Services or Software:

- (i) viruses, worms, Trojan Horses, or other undesirable data or software produced or initiated by third parties; or (ii) the attempt by unauthorized users (e.g., hackers) to obtain access to Customer's data, website, computers, private network or other networks.

13. Term and Termination. This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance herewith, shall renew automatically at the end of the Initial Term. In the event there is no renewal term stated in the Order Form, the term of the ordered Service(s) shall automatically renew for successive renewal periods of one (1) year unless either Party provides thirty (30) days' written notice of termination to the other Party prior to the expiration of any service period. The Initial Order Term together with any renewal period shall be referred to as the "Order Term". If Customer fails to pay the fees for Services under an Order Form within forty (40) calendar days after the date of the invoice, or if Customer fails to meet any of its other obligations under such Order Form, AuDeo may in its discretion, and without any further notice, stop provisioning Services not yet installed and suspend all Services under such Order Form. If Customer fails to pay the fees for Services under an Order Form within sixty (60) calendar days after the date of the invoice ("Payment Default") or if Customer fails to meet any of its other obligations under such Order Form, AuDeo may do any combination of the following in its discretion and without notice: (i) terminate any or all of the Services provided under this Agreement, (ii) disconnect any applicable Service(s) and treat



such disconnection as a disconnection for purposes of Section 8 above, or (iii) terminate the applicable Order Form. In the event any Order Form is terminated, Customer shall remain responsible for and shall pay AuDeo all fees accrued prior to the date of such termination.

14. Survival. Any accrued rights to payment, any remedies, and Sections 6, 8, 10 (with respect to the limitations set forth therein), 12, and 14 through 20 will survive any expiration or termination of this Agreement.

15. Limitations of Liability. EXCEPT FOR THE INDEMNITY PROVISIONS SET FORTH IN SECTION 18 AND FEES OWED TO AUDEO BY CUSTOMER, NEITHER PARTY WILL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY LOST REVENUE, LOST PROFITS, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SERVICES AND SOFTWARE. IN NO EVENT WILL AUDEO OR ITS AGENTS OR SUPPLIERS BE LIABLE TO CUSTOMER, ANY USER, OR ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO CUSTOMER'S BUSINESS, ITS RELATIONSHIP WITH ITS USERS, OR OTHERWISE. NEITHER AUDEO NOR ITS AGENTS OR SUPPLIERS SHALL BE LIABLE FOR ANY DAMAGES ASSOCIATED WITH THE INTERRUPTION, UNAVAILABILITY, OR LOSS OF USE OF SERVICES OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER AUDEO NOR ITS AGENTS OR SUPPLIERS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORISED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF A CUSTOMER'S DATA FILES, PROGRAMS PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. AUDEO'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER RELATED TO A CLAIM ARISING UNDER THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER THEORY, WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER IN A ONE (1) MONTH PERIOD FOR THE INDIVIDUAL SERVICE IN QUESTION; PROVIDED, HOWEVER, THAT CUSTOMER PROVIDES AUDEO WITH WRITTEN NOTICE OF SUCH CLAIM WITHIN SIX (6) MONTHS OF THE OCCURRENCE GIVING RISE TO SUCH CLAIM.

16. Indemnity. Each party (the "**Indemnifying Party**") shall, at its own expense, indemnify and hold the other party, its successors and assigns, and each of its affiliates and their successors and assigns, and each of their respective directors, officers, partners, contractors, employees and agents (collectively the "**Indemnified Parties**") harmless from and against any claims, demands, actions, causes of action, damage, loss, deficiency, cost, liability and expenses, including reasonable legal fees, and amounts paid in settlement resulting from or arising out of any claim, action or proceeding (each a "**Claim**") made or brought by a third party against any of the Indemnified Parties as a result of: (a) in the case of Customer as the Indemnifying Party, (i) the Content infringing on the intellectual property rights of any third party or misappropriating the trade secrets of any third party, (ii) Customer's gross negligence or intentional misconduct, including, without limitation, Claims for damage to property and/or personal injuries (including death) due to such gross negligence or willful misconduct, (iii) the unauthorised disclosure by Customer of any AuDeo Confidential Information; or (b) in the case of AuDeo as the Indemnifying Party, (i) AuDeo's gross negligence or intentional misconduct, including, without limitation, Claims for damage to property and/or personal injuries (including death) due to such gross negligence or willful misconduct, or (ii) the unauthorised disclosure by AuDeo of any Content or Customer Confidential Information. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any Claim. The Indemnifying Party shall have sole control and authority with respect to the defense or settlement of any Claim and the party seeking indemnification shall reasonably cooperate (at the Indemnifying Party's expense) with the Indemnifying Party in the defense of any Claim. The Indemnifying Party shall not enter into any settlement which imposes liability or restrictions on the party seeking indemnification without the prior written approval of such party, such consent not to be unreasonably withheld or delayed.

17. Non Disparagement. Neither AuDeo nor Customer shall make any disparaging remarks about the other party or its products or services to any third party other than its employees.

18. Proprietary Rights.

a. **Ownership of Work Product.** Customer agrees that all Work Product shall be the property of AuDeo and hereby assigns all rights it may have in the Work Product and in all related patents, patent applications, copyrights, mask work rights, trademarks, trade secrets, rights of priority and other proprietary rights to AuDeo. Customer acknowledges that AuDeo, in its sole discretion, shall have the right to license the Work Product or any portion thereof, and/or incorporate the Work Product or any portion thereof into AuDeo products, for use by other licensees or customers of AuDeo. At AuDeo's request and expense, Customer shall assist and cooperate with AuDeo in all reasonable respects and shall execute documents, give testimony and take further acts as reasonably requested by AuDeo to acquire, transfer, maintain and enforce patent, copyright, trademark, mask work, trade secret and other legal protection for the Work Product.

b. **License of Work Product.** Subject to Customer's performance of its obligations hereunder, AuDeo shall grant to Customer (and only to Customer) a worldwide, non-exclusive, non-transferable license during the term of this Agreement to use the Work Product solely for Customer's internal business purposes. Customer shall not, without the written consent of AuDeo:



(i) decompile, disassemble or otherwise reverse engineer the Work Product or any portion thereof; (ii) rent, lease, sublicense, sell, transfer or otherwise grant rights in or to the Work Product (in whole or in part) to any third party in any form; or (iii) use the Work Product for third-party training or otherwise share commercially.

c. **Ownership of Content.** AuDeo acknowledges and agrees that, as between AuDeo and Customer, Customer is the exclusive owner of all rights in and to the Content and that, except as may be otherwise provided in this Agreement or an Order Form, nothing in this Agreement grants to AuDeo any rights in or to such Content. Subject to Section 20, AuDeo acknowledges further that it shall have no right to seek injunctive relief in connection with this Agreement or to otherwise prevent Customer and/or its licensees from distributing, using or exploiting the Content, and that any proceedings to enforce the provisions of this Agreement shall be solely for monetary damages.

d. **Reservation of Rights.** Except as otherwise expressly provided herein, nothing in this Agreement shall be deemed to grant, directly or by implication or otherwise, any right or license with respect to any technology or other intellectual property rights, and each Party retains all right, title and interest in and to their respective technologies and other intellectual property rights.

19. Force Majeure. Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money) if such failure is caused by acts of God, war, terrorist activities, strikes, inability to secure labour materials or third party services, revolutions, fire, earthquake or other casualty, lack or failure of transportation, water or electrical facilities, changes in laws or governmental regulations or any other causes that are beyond the reasonable control of such party.

20. Confidentiality. All technical and business information, including, but not limited to, patents, patent applications, trademarks, tradenames, know-how, financial statements, business plans, pricing, descriptions of Equipment and Services and AuDeo's technology in whatever form furnished by either party to this Agreement (the "**Disclosing Party**") to the other party (the "**Receiving Party**") under or in contemplation of this Agreement (collectively, "**Confidential Information**") shall remain the property of the Disclosing Party. Unless the Disclosing Party otherwise agrees in writing, its Confidential Information: (a) shall be treated in confidence by the Receiving Party and used by the Receiving Party only for the purposes of performing the Receiving Party's obligations under this Agreement; (b) shall not be reproduced or copied in whole or in part, except as necessary for use as authorized in this Agreement; (c) shall be made available only to those employees of the Receiving Party who have a need to have access to such Confidential Information and have agreed to comply with the terms of this Section 22; and (d) shall, together with any copies thereof, be returned, be destroyed, or, if in the form of software recorded on an erasable storage medium, be erased when no longer needed by the Receiving Party to perform its duties under this Agreement or when this Agreement terminates, whichever occurs first. The Disclosing Party's Confidential Information shall not include information that: (i) is independently developed by the Receiving Party as evidenced by documentation in such party's possession; (ii) the Receiving Party has lawfully received from another source free of restriction and without breach of this Agreement; (iii) has become generally available to the public without breach of this Agreement by the Receiving Party; or (iv) is otherwise known, or becomes known to the Receiving Party free of any obligation to keep in confidence. Except as set forth below, AuDeo will not participate, record, view, listen to or otherwise monitor any of Customer's communications through the Service unless Customer expressly agrees thereto. Any data that AuDeo collects regarding Customer's use of the Services, which will be limited to such data as is necessary for AuDeo to perform the Services, will be used solely for billing and support purposes, for network statistical reporting (in which no details identifying Customer will be made available to any third party), for usage reports available solely to Customer or as otherwise required to perform the Services. Notwithstanding the foregoing, in the event either party is required to disclose Confidential Information of the other party under any applicable law, regulation, or order from a court or an administrative or regulatory agency having competent jurisdiction, such party shall have the right to make such required disclosure without being deemed to have breached this Agreement; provided, that such Receiving Party shall exercise commercially reasonable efforts to (i) promptly notify the Disclosing Party in order to provide the Disclosing Party an opportunity to seek any available protective order; (ii) provide the Disclosing Party with reasonable cooperation, upon reasonable request by the Disclosing Party and at the Disclosing Party's expense; and (iii) disclose only the portion of the Disclosing Party's Confidential Information that is required to be disclosed under such law, regulation or order.

21. Miscellaneous. This Agreement is not assignable or transferable by operation of law or otherwise by Customer without the prior written consent of AuDeo, which such consent will not be unreasonably withheld. AuDeo may subcontract the performance of Services to third parties or assign any of its other obligations or rights hereunder; provided that AuDeo shall remain responsible to Customer under this Agreement. The parties agree that they are independent contractors and that this Agreement and relations between AuDeo and Customer hereby established do not constitute a joint venture, agency or contract of employment between them, or any other similar relationship. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other. This Agreement is intended solely for the benefit of the parties and is not intended to confer third party beneficiary rights upon any other person or entity. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Executed counterparts of



this agreement and any Order Form may be delivered by facsimile, which shall be sufficient evidence of execution without any need for delivery of the original executed counterpart. Any notice, report, approval or consent required or permitted hereunder shall be in writing, and effective on the date of delivery (if sent by hand, first class mail, or courier), or on the date sent (if sent by facsimile or email and preceded by a copy sent by first class mail or overnight courier service). Notices will be sent to Customer at the address, fax or email located on the applicable Order Form. Notices to AuDeo shall be sent to : AuDeo Systems Ltd, 4 Lindenwood, Chineham Park, Basingstoke, Hampshire, RG24 8QY. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision of this Agreement shall be adjudged by any court or arbitrator of competent jurisdiction to be illegal, unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. □The formation, construction and performance of the Contract shall be governed in all respects by the Law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English courts. No waivers, amendments, changes or modifications to this Agreement shall be effective unless set forth in a written agreement executed by Customer and an executive of AuDeo. This Agreement (and all other agreements, exhibits and schedules referred to in this Agreement) is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to any of the subject matter of this Agreement. Any amendment to this agreement will supersede stated clauses in this agreement only if accepted and signed by both parties.