

iAbacus Subscription Agreement

This Subscription Agreement (the "Agreement") governs the obligations and rights of the Customer and TDK Business Technologies Ltd (hereinafter referred to as "TDK"). By signing an Order Form or by accepting these terms and conditions upon a sign up procedure, or in any other way, you hereby confirm that you are authorized to bind the Customer through such execution.

As a Customer you may not access the Services if you are a direct competitor to TDK, except with TDK's prior written consent. In addition, you may not access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

1 Definitions

1.1 "Content" means all visual, written or audible data, information or material including, without limitation: documents, spreadsheets, text messages, form entries, web pages, and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer or the Users.

1.2 "Contract Start Date" means the date stated in the Order form, or if applicable during sign-up, or in any other form.

1.3 "Customer" means the individual or the legal entity who activates Services provided by TDK and assumes payment responsibility for the same vis-à-vis TDK.

1.4 "Initial Term" means the initial contract period during which the Customer subscribes to the Services.

1.5 "Order Form(s)" means the initial order form and/or order confirmation and any subsequent order forms and/or order confirmations evidencing among other things the type of Subscription, Subscription term, Initial Term, the number of Users Licences, ordered Professional Services, applicable fees, etc. Each such Order Form shall form an integral part of this Agreement. In the event of conflict between the terms of an Order Form and the terms of this Agreement, the terms of the Order Form shall prevail.

1.6 "Professional Services" means training, solution advising and any other related consultancy services.

1.7 "Renewal Term(s)" means successive renewal periods during which the Customer subscribes to the Services.

1.8 "Services" means the at all times current version of the web services, associated software, and other services related thereto provided to the Customer by TDK in accordance with this Agreement. The Services are offered as a Software as a Service with several subscription types (including but not limited to Single User Subscription, Team Subscription, School Subscription and variations thereof), with the characteristics and features as described at www.iabacus.co.uk. In addition, the Services may include additional services and add-ons, including third party software, as agreed between the Customer and TDK on a Subscription or case-by-case basis.licence

1.9 "Subscription" means the terms governing among other things the type of subscription, subscription term, billing frequency, the number of User Licences, applicable fees, etc.

1.10 "Trial Service" means a Service, which is provided free of charge or which is under development or evaluation and is marked "free", "demo", "trial", "beta" or "evaluation" (or a similar designation).

1.11 "Terms of Use" means the terms and conditions, available at the Web Site from time to time, to which all Users agree by completing the user registration form or create an account form (creating a user account).

1.12 "User(s)" means all individuals who are authorized by the Customer to use the Service. In the event of a School Subscription "School User(s)" means all employees or any other individual that works for the Customer, its

subsidiaries or any other of its affiliated companies and who is authorized to use the Service under an School Subscription. A user under such subscription with an email address containing the Customer's, its subsidiaries or any of its affiliated companies, domain name is presumed to be a School User. The presumption does not exclude that a School User may have an email address using another domain address than the Customer, its subsidiaries or affiliated companies.

1.13 "User Licence(s)" means, as applicable, the subscribed number of Users under a Subscription, or when applicable, the subscribed number of School User Licences in a School Subscription.

1.14 "Web Site" means the iAbacus web site at www.iabacus.co.uk.

2 Services, License Grant, Restrictions

2.1 Subject to the terms and conditions of this Agreement, TDK hereby grants to the Customer a non-transferable, non-exclusive, non-sublicensable limited term world-wide right and licence for the Customer and Users to access and use the Services.

2.2 TDK reserves the right to implement new versions and upgrades of the Services including, but not limited to, changes that effect modifications to the design, operational method, technical specifications, systems, and other functions, etc. of the Services, at any time without prior notice.

2.3 TDK undertakes, in its sole discretion, to adopt reasonable measures in order to ensure that the Services are available over the Internet around the clock, seven (7) days a week. TDK shall be entitled to take measures that affect the aforementioned accessibility where TDK deems such to be necessary for technical, maintenance, operational, or security reasons. The Customer is aware and acknowledges that the Customer's access to the Internet cannot be guaranteed and that TDK shall never be liable for deficiencies in the Customer's own Internet connections or equipment.

2.4 The Customer shall be entitled, with or without compensation from Users, to provide Users with access to the Customer's Content and the Services provided by TDK. The Customer is aware of and acknowledges that the Customer is fully liable for the Users to whom the Customer affords access to the Services. The Customer shall not charge a User any fee for its use of the Services in excess of the Customer's direct costs to TDK for such User's participation.

2.5 The Customer shall be entitled to assign an School User Licence to a third party provided that the third party is approved by TDK and that written documentation, in the form decided by TDK, is presented evidencing that the third party approves the assignment and that the new party accepts the terms and conditions of this Agreement.

2.6 TDK shall be entitled to retain subcontractors, including third party software suppliers, for the performance of obligations in accordance with this Agreement. TDK shall be liable for the subcontractors' work and services in the same manner as for its own work and services.

2.7 The maximum number of Users and storage under a Subscription will be defined in the Order Form or on the Web Site.

2.8 In the event the parties have agreed that the Customer should be provided Professional Services related to the Services, the parties shall mutually agree upon when such services shall be performed. Training should be called off no later than six (6) months after the date of order. If not otherwise agreed, TDK shall be compensated by the Customer for direct costs incurred related to performing Professional Services, such as travelling, allowance, etc. TDK shall have the right to assign training to an acknowledged training partner at no additional cost to the Customer. It is the responsibility of the Customer to (a) provide for a suitable location where training can take place equipped with a computer connected to Internet and to a projector, and (b) invite and make sure all relevant delegates will attend and to inform about the time, date, location and necessary preparations.

2.9 If the Customer has ordered Professional Services the following cancellation policy shall apply to;

(i) Training at client site, Online and at TDK offices and for other services with a pre-defined project scope, agreed number of resources or agreed number of hours. If TDK has received a written notice at least (i) fourteen (14) business days in advance of the class, the Customer is entitled to a refund of its payment, (ii) seven (7) business days in advance of the class, the Customer is entitled to a training class credit that must be used for another class offered by TDK within three (3) months of the date of the original class. Customer is not entitled to a refund or class credit if less than seven (7) business days advance written notice is given. Failure to provide written notice at least fourteen (14) business days in advance of the class obligates the Customer to make payment for the full price of the class;

(ii) Other ordered Professional Services should be terminated with a one (1) week mutual notice period.

2.10 TDK reserves the right to reschedule or cancel the date, time and location of a training class at any time, including replacing personnel who may be scheduled to deliver the training. In the event a training class is cancelled, the Customer is entitled to a full refund unless the training class is cancelled by TDK due to circumstances beyond its reasonable control. In such event is the Customer entitled to a full training class credit which must be used within three (3) months of the date of the original class for another class offered by TDK.

TDK shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

3 Trial Services

3.1 Trial Services are provided strictly "as is". The Customer may use a Trial Service in a manner consistent with the terms and conditions of this Agreement, but TDK may, at its discretion, disable certain features of a Trial Service and enforce time limits on the Customer's right to use the same. In light of the fact that a Trial Service is provided free of charge, TDK disclaims all warranties, representations, and liabilities as set forth in this Agreement and TDK shall not be liable for damages of any kind related to the Customer's or User's use of a Trial Service.

4 Customer Obligations

4.1 The Customer shall always comply with the security and administrative regulations as notified in conjunction with registration, by e-mail, as made available on the Web Site, or in any other manner. The Customer shall also be responsible for notifying Users of such regulations and also the User's fulfilment regarding such regulations.

4.2 The Customer shall ensure that all details provided regarding the Customer's contact information, billing information and credit card information, where applicable, are correct and undertakes to update such information as soon as possible when changes to such information occurs.

4.3 The Customer shall be responsible for the activities conducted by the Customer and the Users within the Services and shall use the Services in compliance with national laws in conjunction therewith. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or Users shall be the sole responsibility of the Customer.

4.4 The Customer shall be responsible for monitoring its Content and shall be liable vis-à-vis TDK for ensuring that Content transferred to or handled within the Services which is processed by the Customer and/or Users does not infringe any third party rights nor in any other manner violates governing legislation, and that the Customer and Users possess such necessary licences from third parties as may be required in order to process the Content/use the Services.

4.5 The Customer undertakes to use the Services in such a manner that such use does not prevent or disrupt other computer communications or mobile telephone communications or prevent or disrupt the equipment employed in order to provide and use the Services.

4.6 The Customer is aware of and acknowledges that it is not permitted to use the Services in order to gain material in violation of applicable national law.

4.7 The Customer undertakes not to use the Services in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purpose intended.

4.8 The Customer undertakes not to provide access to the Services to anyone else than Users who have completed the registration form and thereby agreed to the Terms of Use. User accounts cannot be shared or used by more than one (1) individual User. The Customer is responsible for managing the Users right to use the Services.

4.9 The Customer shall remain liable for the Users' use of the Services under this Agreement and ensure that Users perform their obligations towards TDK. To the extent the Customer is unable to perform an obligation on behalf of a User or is unable to cause the User to perform the same, the Customer shall indemnify TDK insofar as TDK incurs any loss, provided that such loss is related to the non-performance by the User of its obligations to TDK.

4.10 The Customer shall defend and indemnify TDK for any claim, suit or proceeding brought against TDK by Users and/or third parties arising out of or connected to Content processed by Users/the Customer within the Services or for which the User/Customer is otherwise responsible, unless TDK is liable for such claim in accordance with the provisions of section 11, "Limitation of Liability", below.

4.11 The Customer is obligated to notify TDK regarding any suspected breach of these provisions.

5 Fees and Payment Terms

5.1 The Customer shall pay compensation for the Services in accordance with the fees set out in the Order Form or otherwise agreed. Notwithstanding the above, TDK may for each Renewal Term increase its fees with not more than five (5) per cent or with TDK's then communicated current fees .

5.2 All Services provided by TDK shall be debited to the Customer in advance from the agreed Contract Start Date and for the subscribed number of User Licences and the selected period (monthly, quarterly, bi-annually or annually) as agreed between the parties. If not otherwise agreed, payment for Professional Services shall be made against invoice within thirty (30) days. The Customer may upgrade a Subscription at any time with additional User Licences, additional storage, or additional services as provided. Any added User Licences, storage, or services shall be coterminous with pre-existing User Licences and services. For School Subscriptions, excess usage and storage (i.e. above the subscribed levels) will be calculated and charged retroactively with an additional excess usage fee applied by TDK from time to time. Excess user licence fees are calculated based on the highest number of excess Users/School Users for each thirty-day period.

5.3 Payment shall be made by the Customer against invoice or through use of a credit card approved by TDK. Payment must reach TDK in full within thirty (30) days of the issue date of the invoice or credit card charge. Interest on overdue payments shall be payable according to law. TDK shall be entitled to charge a fee for any payment reminders and reserves the right to send the same via e-mail to an invoice reference provided by the Customer. The Customer shall be responsible for the reasonable costs incurred by TDK when collecting overdue fees.

5.4 The Customer undertakes to make payment of invoices, in the currency stated on the invoice, into the account stated on the invoice.

5.5 Without prejudice to its other rights, TDK may temporarily disable the Customer's and the Users' access to the Services in the event the Customer has overdue payments in excess of twenty (20) days. In addition, TDK may

terminate a Subscription, delete and destroy the Customer's Content and to immediately terminate this Agreement in the event of overdue payments in excess of fifty (50) days.

5.6 In the event of early termination of a Subscription, the Services or the Agreement, the Customer shall not be entitled to a refund of any prepaid fees.

6 Ownership

6.1 TDK shall hold title to any and all intellectual property rights and technical solutions to the Services or, in the alternative, shall possess a sole right to use the same. Such intellectual property rights and technical solutions may only be used by the Customer in the manner stated in this Agreement. Under no circumstances shall the Customer or a third party acquire any intellectual property rights to the Services or to the software or technical solutions used in the Services, or to any trade mark or any other business mark belonging to or used by TDK. Access to the Services is licensed, not sold.

In the event of an agreed case study or similar between Customer and TDK, all intellectual property rights to material produced, including but not limited to photos, quotes, interviews, videos, testimonials, under such work will belong to TDK and may at its sole discretion be used by TDK in the marketing of its services.

6.2 All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or Users shall remain the sole property of the Customer or its respective legal owner. TDK shall have no liability for such Content.

6.3 The Customer may not in any way modify, decompile, disassemble or reverse engineer the Services except as permitted by law.

7 Customer Support

7.1 TDK provides customer support by e-mail and telephone regarding Customers' enquiries in connection with use of the Services. Such support is provided on weekdays (excluding public holidays) during TDK's ordinary office hours and to the reasonable extent decided upon from time to time in detail by TDK.

7.2 Enquiries and/or error notices must be submitted to TDK by e-mail or telephone in accordance with the contact information available on the Web Site.

8 Personal Data, Privacy, Disclosure

8.1 In order for the Customer to be able to use the Services, the Customer must provide certain data to TDK regarding the Customer's representatives, including but not limited to full name, e-mail address, contact details and type of organisation. Following receipt of such data, TDK will process the same using automatic data processing in order to enable TDK to administer and otherwise perform its obligations within the scope of the Services and to ensure that unauthorised persons do not gain access to the Services.

8.2 In addition, in order for the Customer to be able to use the Services, the Customer must also allow TDK to store and retrieve session information on the Customer's representatives' end terminal equipment, through the use of "cookies". The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Services and to ensure that unauthorised persons do not gain access to the Services.

8.3 TDK, if necessary, shall obtain the consent of the Users to the processing of the relevant personal data by TDK. TDK is also obligated to provide information to the Users regarding the processing. The relevant provisions in this respect appear in the Terms of Use.

8.4 TDK, if necessary, shall obtain the consent of the Users to the purpose of storage and retrieval of information on the Users' end terminal equipment. The relevant provisions in this respect appear in the Terms of Use.

8.5 The Customer is aware of and acknowledges that TDK will obtain the consent of the Users according to sections 8.1 – 8.4 above. Customer shall use its best endeavors to ensure that such consent is given by the Users. A User that does not give its consent will not gain access to the Services. If third party applications are made available by TDK within the Services, Customer acknowledges that TDK may allow such third party application provider access to Content and personal data as required for the interoperation of such embedded or linked applications.

8.6 If TDK is considered to be a personal data processor to Customer, TDK will accept such assignment based on the instructions and guidelines given by the Customer as the controller of personal data who has the full responsibility for the registered data under the applicable national law.

8.7 TDK shall adopt adequate technical systems and operational procedures to protect the privacy of the Customer and the Users.

8.8 The Customer accepts that TDK is not obliged to disclose information to Customer in respect of individual Users use of the Service.

8.9 The Customer agrees that TDK may disclose the fact that the Customer is a paying customer of TDK. In relation thereto, the Customer agrees that TDK may use the Customer's name and logo to identify the Customer as a customer of TDK on the Web Site, and as part of a general list of TDK's customers for use and reference in TDK's promotional and marketing literature.

9 Security, Passwords, etc.

9.1 The Customer shall ensure that User identities, passwords, and equivalent obtained by the Customer in conjunction with registration are stored and used in a secure manner and cannot be accessed and thereby used by third parties. The Customer shall be liable for any unauthorised use of the Services. TDK shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.

9.2 Where it is suspected that any unauthorised person has become aware of a user identity and/or password, the Customer shall immediately inform TDK thereof and also change such user identity and/or password.

9.3 The Customer shall be liable for losses or damage incurred by TDK where the Customer intentionally or negligently reveals a user identity/password to a third party or where a user identity and password otherwise become known to an unauthorised party, unless the Customer notifies TDK immediately upon suspicion that such has occurred.

9.4 TDK shall adopt reasonable measures to ensure that the security of the Services meet relevant industry standards.

10 Limited Warranty

10.1 TDK warrants to the Customer that the Services will perform substantially and materially in accordance with its documentation available on the Web Site, under normal use and circumstances, and for the purpose intended. This warrant does not apply to Trial Services.

10.2 Except for the express warranties set forth above and to the extent permitted by law, TDK expressly disclaims all other warranties with respect to the Services, whether express or implied, including without limitation, fitness for a particular purpose, accuracy or reliability of results from use of the Services, that the Services will meet specific requirements, that the Services will be uninterrupted, completely secure, free of software errors, or that defects and deficiencies in the Services will be corrected.

11 Limitation of Liability

11.1 Subject to the limitations set forth in this Agreement, each Party shall only be liable for direct damages.

11.2 In the event of major defects that seriously impede the Customer's use of the Services and that are attributable to TDK, TDK undertakes to act to rectify such defect without unreasonable delay. In the absence of intent or gross negligence by TDK, TDK otherwise assumes no responsibility for defects or deficiencies in the Services. Error notification must be given by the Customer in accordance with the instructions announced by TDK and within a reasonable time of the discovery of the defect.

11.3 The Customer shall not be entitled to a reduction in payment, or to damages or other sanctions in the event of operational disruption or errors that impede data traffic that are not due to negligence by TDK.

11.4 TDK shall defend and indemnify Customer from and against any damage, cost and expense (including reasonable attorneys' fees) finally awarded or agreed in a settlement by TDK as a result of any claim, suit or proceeding brought against Customer based on a claim that the authorized use of the Services furnished by TDK under this Agreement constitutes an infringement of any third party intellectual property right; provided that TDK has been notified promptly in writing of such claim, and given authority, information, and assistance to handle the claim or the defence of any suit, proceeding or settlement and that Customer has not compromised or settled the claim, suit or proceeding without TDK's prior written consent, and provided further that TDK shall have no obligations under this section 11 to the extent any claim is based on the combination or use of the Services with other software, hardware or services not furnished by TDK or use of the Service in a manner prohibited under this Agreement, in a manner for which it was not designed where the Services would not otherwise itself be infringing.

5 In the event that the Services in such suit or proceeding are held to constitute an infringement, or if in TDK's reasonable opinion the Services may constitute such infringement, and/or its further use is enjoined, TDK shall, at its own expense and at its option, either

(i) procure for Customer the right to continue the use of the Services, or

(ii) replace the Services with non-infringing services of materially equivalent function and performance, or

(iii) modify the Services so that it becomes non-infringing without materially detracting from function or performance.

Should none of these measures be technically, commercially or economically reasonable to TDK, then either party may terminate this Agreement. Upon such termination, TDK shall refund the amount of fees paid in advance in respect of not yet used Services.

11.6 Each party's liability under this Agreement shall, except for what is stated under Sections 4, 9.3, 11.4, 13 or 17, under all circumstances be limited to direct losses in an amount corresponding to the agreed fees paid by the Customer for the Services during the period of twelve (12) months immediately prior to the breach of contract that entitles a Party to damages. The foregoing shall not limit the Customer's payment obligations under section 5 above.

11.7 Except as set forth in Section 11.6 above when there shall be no limitation, under no circumstances shall a party be liable for indirect or consequential losses, including but not limited to loss of profits or anticipated savings, loss of revenue, loss of Content or any other data.

11.8 A party may claim sanctions in accordance with the above only where the party provides the other party with a written notice thereof not later than sixty (60) calendar days after the party knew, or should have been aware, of the grounds for the claim.

12 Force Majeure

12.1 A party shall be released from liability in damages and other sanctions where the performance of a specific obligation (other than for delay in the payment of amounts due and payable hereunder and the maintenance of

confidentiality) is prevented or rendered onerous due to circumstances beyond a party's control and which could not reasonably have been foreseen. Such force majeure events include, inter alia, labour conflicts, lightning, fire, decisions of public authorities or other public regulations, errors in another operator's network, delays in services from subcontractors due to events as stated above, general scarcity of transport, goods, or energy, or other similar circumstances.

12.2 Where a party's performance is prevented for a period in excess of three (3) months due to an event as stated above, either party shall be entitled to terminate the Agreement in writing without any obligation to pay compensation.

13 Confidentiality, etc.

13.1 TDK undertakes not to disclose to any third party, or otherwise make available, information received by TDK from the Customer or Users within the scope of the Agreement. Furthermore, any other information received by a party that in any way relates to the other party, including but not limited to any business, financial, scientific, intellectual property, customer or potential customer related, technical or operational information shall be considered confidential and shall not be disclosed to any third party. The above confidentiality obligations shall not apply to such information as a party can demonstrate became known to that party other than pursuant to this Agreement or which is in the public domain. Nor shall the duty of confidentiality apply where a party is obligated to provide information pursuant to legal provisions, public authority regulations or court orders. The duty of confidentiality shall remain in force notwithstanding the termination of the Agreement.

13.2 TDK shall be entitled to review Content which is publicly posted through the Services' web publication features. TDK also reserves the right to analyze usage patterns in an aggregated form.

13.3 Except for Content mentioned above and other than pursuant to the Customer's instructions, legal provisions, public authority regulations or court orders, TDK shall not be entitled to review Content processed by the Customer via the Services.

14 Amendments

14.1 TDK reserves the right to amend the terms and conditions of this Agreement. The Customer shall be informed of such amendments by e-mail or through the information being made available on the Web Site. The Customer shall be deemed to have received such notice within two (2) weeks of the notice being sent by e-mail or made available on the Web Site. Where the Customer does not accept the amendment, the Customer shall be entitled, within thirty (30) calendar days from the date of dispatch of the e-mail or, where appropriate, thirty (30) calendar days from the amendment being published on the Web Site, provided that the changes have an adverse effect, that could not be considered as minor, on the Customer, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Customer within the aforementioned time, the Customer shall be deemed to have accepted the new terms and conditions.

15 Term of Agreement and Termination, etc.

15.1 This Agreement shall enter into force upon acceptance by the Customer of these terms and conditions through execution of this Agreement online during Subscription sign-up, or acceptance by the Customer of these terms and conditions in an Order Form, frame agreement, or in any other form.

15.2 The Initial Term is equal to the contract/billing term selected by the Customer during sign-up or, when applicable, agreed upon in the Order Form or in any other form. Even if a Team or School Subscription has more than one billing term, the Initial Term shall still, when applicable, equal to the agreed contract term.

15.3 Upon expiration of the Initial Term, this Agreement will be automatically renewed with successive renewal terms at TDK's then current terms and conditions. For Team and School Subscriptions, the Renewal Term is equal in duration to the forward looking billing term as selected online by the Customer or as stated in the Order Form,

or when applicable the duration of the agreed contract term and with agreed billing terms. For other Subscription types, the Renewal Term is equal to the Initial Term or as otherwise stated in an Order Form or mutually agreed upon.

15.4 This Agreement can be terminated by either party subject to written or online notice of termination as stated below or in the Order Form, effective only at the end of the then current contract term and provided that all accrued and/or prepaid fees are paid in full. For Single User Subscription, such notice of termination must be given by the Customer, when applicable, in the online administration module at least one (1) day prior to the next contract term. For School Subscriptions, if not otherwise agreed, notice of termination must be given in writing at least three (3) months prior to the end of the then current contract term.

15.5 Upon termination of a Subscription or the Agreement, TDK shall not be responsible for the Content generated by the Users/Customer within the scope of the Subscription in question or the Services. Accordingly, it is the sole obligation of the Customer to ensure that it possesses the necessary back-up copies, etc. of the Content that it desires to retain when the Subscription is terminated.

15.6 Upon the active termination of a Subscription by the Customer, TDK shall be entitled to immediately delete and destroy all Content within the scope of the Subscription. In the event of expiration of the subscription term of a Subscription and in the absence of the Customer's renewal of the same, TDK shall be entitled to delete and destroy such Content thirty (30) calendar days following the expiration date.

15.7 Upon termination of a Subscription or this Agreement for any reason, TDK shall be entitled to and undertakes to permanently delete and destroy all copies of the Customer's Content related thereto within a timeframe reasonable relating to the back-up and administrative procedures applied by TDK from time to time.

15.8 Sections 11 and 13 shall survive any termination of this Agreement.

16 Access Restrictions, Early Termination

16.1 TDK shall be entitled, with immediate effect, to disable the Customer's or a User's access to a Subscription or to the Services or to terminate the Agreement at any time in writing where: (a) the Customer or a User uses the Services in a manner that entails the perpetration of a crime; (b) the Customer or a User uses the Services in a manner that occasions losses or the risk of loss for TDK or any third party; (c) the Customer or a User uses the Services in a manner that violates TDK's security or administrative regulations; (d) it may be reasonably assumed that continued dissemination of Content violates governing law; (e) notwithstanding reminders, the Customer fails to pay agreed fees to TDK within a stated time; (f) the Customer or a User uses the Services in a manner whereby the Customer utilises resources or seeks unauthorised access to TDK's systems which are not intended for the Customer; (g) the Customer otherwise fails to comply with the Agreement and such breach of contract is material; (h) the Customer or a User does not comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Services or (i) the Customer is placed into insolvent liquidation or is otherwise insolvent.

16.2 The Customer shall be allowed to terminate the Agreement at any time in writing where: (a) operational disruptions or data traffic errors occur to such an extent that the Customer does not have access to the Services during a period in excess of one (1) month; (b) TDK is in material breach of its obligations under the Agreement and fails to effect rectification within fourteen (14) days of a demand therefore; or (c) TDK is placed into insolvent liquidation or is otherwise insolvent.

17 Assignment

17.1 TDK shall be entitled, in whole or in part, to assign its rights and obligations under the Agreement to a company within the same de jure or de facto group of companies as TDK or to a purchaser of all or substantially all of its stock or assets without the Customer's prior consent.

17.2 Save for the provisions of section 2.5, the Customer shall not be entitled to assign its rights or obligations under this Agreement without TDK's prior written consent.

18 General Provisions

18.1 This Agreement has been prepared in the English language and the same shall be controlling in all respects. Any non-English versions of this Agreement are provided solely for accommodation purposes.

18.2 If any provision of this Agreement is declared unenforceable for any reason, the remainder of this Agreement will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

19 Governing Law, Export Control and Disputes

19.1 This Agreement and the ensuing relationship between TDK and the Customer shall be construed in accordance with, and governed by, the laws of England. The United Nations Convention on the International Sale of Goods shall have no application to this Agreement.

19.2 In the event of any dispute relating to this Agreement, the parties agree to initially make a full and good faith attempt to resolve such dispute by negotiation at an executive level, to the extent reasonable under the circumstances, prior to commencing court or arbitration proceedings.