

IMPA DATA LICENCE TERMS & CONDITIONS

1. Definitions

1.1. In these Terms the following meanings apply:

“**Claim**”: - any claim brought against You for infringement of a third party's Intellectual Property Rights arising out of, or in connection with Your use of the IMPA Data (or any part thereof) in accordance with the terms of this Licence;

“**Commencement Date**”: - has the meaning in clause 2.4;

“**Fees**”: - the licence fees for the IMPA Data payable by you to IMPA and as set out in this Licence;

“**Force Majeure Event**”: - has the meaning in clause 11.1;

“**IMPA Data**”: - the electronic raw data version of IMPA Marine Stores Guide which includes IMPA code numbers, descriptions, pictures and drawings – any reference to the IMPA Data shall also include where appropriate any subset of the IMPA Data;

“**IMPA**”: - International Marine Purchasing Association incorporated and registered in England and Wales with company number 04375666 whose registered office is at East Bridge House, East Street, Colchester, Essex, CO1 2TX United Kingdom;

“**Initial Term**”: - has the meaning in clause 9.1;

“**Intellectual Property Rights**”: - patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted) renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

“**Licence**”: - these terms and conditions and any other terms You and IMPA agree in writing, to the exclusion of all other terms and conditions, for the use of the IMPA Data;

“**Licensor**”: - Fuji Trading Company Limited incorporated and registered in Japan whose registered office is at 3-9-3, Shinyamashita, Naka-ku, Yokohama, Kanagawa 231-0801, Japan;

“**Order**”: - Your order for the purchase of the licence of the IMPA Data;

“**Renewal Term**”: - has the meaning in clause 9.1;

“**You or Your**”: - the customer who purchases the Licence for the IMPA Data and any person who IMPA reasonably believes is acting with the customer's authority or knowledge including any user authorised by the customer.

2. Order

2.1. IMPA may supply a sample of the IMPA Data to You upon request by You so that You may test the IMPA Data in your computer systems before you make an Order. Clauses 5.4 to 5.9 (inclusive), 7.1, 8 and 10 of this Licence and any other terms that IMPA may notify You of in writing from time to time shall apply to any samples of the IMPA Data that IMPA provides to You. If You do not make an Order for the IMPA Data once You have tested the sample in your computer systems, You shall immediately destroy or return to IMPA (at IMPA's option) all samples of the IMPA Data and other materials provided to You then in Your possession, custody or control and, in the case of destruction, certify to IMPA that You have done so.

- 2.2. Any samples, descriptive matter or advertising issued by IMPA and any descriptions of the IMPA Data contained in IMPA's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the IMPA Data described in them. They shall not form part of the Licence or have any contractual force.
- 2.3. The Order constitutes an offer by You to purchase the Licence for the IMPA Data in accordance with these terms and conditions.
- 2.4. The Order shall only be deemed to be accepted when IMPA issues written acceptance of the Order and receives advance payment in full of the Fees, at which point, and on which date the Licence shall come into existence ("**Commencement Date**").
- 2.5. These terms and conditions apply to the Licence to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. Any quotation given by IMPA shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 2.7. All of the terms and conditions herein shall apply to the Licence of the IMPA Data.

3. IMPA Data

- 3.1. The IMPA Data is described in IMPA's marketing material. IMPA reserves the right to amend the IMPA Data if required by any applicable statutory or regulatory requirement and IMPA shall notify You in any such event.
- 3.2. IMPA is the licensee of the IMPA Data. The Licensor is the entire legal and beneficial owner of the IMPA Data and shall retain title, ownership of all rights (including the Intellectual Property Rights) in the IMPA Data including any samples provided to You.
- 3.3. Subject to the payment of any applicable Fees and the terms of this Licence, You may be entitled to receive updates of the IMPA Data from time to time. IMPA shall notify You how and when any updates are available for downloading or when they shall be sent to you. All updates of the IMPA Data shall be subject to the terms of this Licence and any other terms IMPA notifies You of in writing from time to time. You shall not be entitled to any updates if You and IMPA have agreed not to provide any updates or if You have not paid any applicable Fees related to any updates.
- 3.4. IMPA warrants that the IMPA Data will conform in all material respects with its description for a period of 30 days from the date of this Licence ("**Warranty Period**"). If, within the Warranty Period, You notify IMPA in writing of any defect or fault in the IMPA Data in consequence of which it fails to conform in all material respects with its description, and such defect or fault does not result from You, or anyone acting with Your authority, having amended the IMPA Data or used it outside the terms of this Licence for a purpose or in a context other than the purpose or context for which it was designed or it has not been loaded onto suitably configured equipment or if the IMPA Data differs from its description as a result of changes made to ensure compliance with applicable statutory or regulatory requirements, IMPA shall, at its option, do one of the following:
 - 3.4.1. repair the IMPA Data;
 - 3.4.2. replace the IMPA Data; or
 - 3.4.3. terminate this Licence immediately by notice in writing to You and refund any of the Fees paid by You as at the date of termination (less a reasonable sum in respect of Your use of the IMPA Data to the date of termination) on return of the IMPA Data and all copies thereof,

provided You provide all the information that may be necessary to assist IMPA in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable IMPA to re-create the defect or fault.

- 3.5. IMPA does not warrant that the use of the IMPA Data will be uninterrupted or error-free.
- 3.6. You accept responsibility for the selection of the IMPA Data to achieve its intended results and acknowledge that the IMPA Data has not been developed to meet Your individual requirements.
- 3.7. Except as provided in this clause 3, IMPA shall have no liability to You in respect of the IMPA Data's failure to comply with the warranty set out in clause 3.4. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 3.8. These terms and conditions shall apply to any repaired or replacement of the IMPA Data supplied by IMPA.

4. Delivery and Installation

4.1. IMPA will either:

4.1.1. make the IMPA Data available for download by You; or

4.1.2. shall deliver one copy of the IMPA Data

in the manner and at the address specified in the Order within 24 to 36 hours from the date IMPA receives payment in full of the Fees from You. Risk in any tangible media on which the IMPA Data is delivered shall pass on delivery.

4.2. IMPA will supply the IMPA Data to You until the Licence period expires in accordance with clause 9.1 or is otherwise terminated in accordance with the terms of this Licence.

4.3. Any period quoted for delivery of the IMPA Data are approximate only and the time of delivery is not of the essence. IMPA shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates including any delay in delivery that is caused by:

4.3.1. a Force Majeure Event;

4.3.2. any fault in any equipment, software or services necessary to enable You to use the IMPA Data in accordance with clause 4.4;

4.3.3. Your means of access to the internet; or

4.3.4. Your failure to provide IMPA with adequate delivery instructions for the IMPA Data (for example, Your postal or e-mail address) or any relevant instruction related to the supply of the IMPA Data.

4.4. You are responsible for the provision of and payment for suitable equipment, software and telecommunications services necessary to enable You to use the IMPA Data.

4.5. IMPA shall not install the IMPA Data unless otherwise agreed with You in writing. You are responsible for installing or arranging to install the IMPA Data onto Your computer systems and IMPA shall not accept any liability in this respect. You are responsible for liaising with Your IT provider before you submit an Order for the IMPA Data to IMPA.

5. Licence and use of the IMPA Data

5.1. IMPA is the licensee of the IMPA Data and has consent from the Licensor to sub-licence to You the IMPA Data on the terms and conditions set out in this Licence.

- 5.2. In consideration of the Fees payable by You to IMPA and for the period set out in clause 9.1, IMPA grants You a non-exclusive, non-transferable, revocable licence to use the IMPA Data in Your normal business solely in Your own internal systems or as part of an external data interchange process as agreed in writing and in accordance with the terms of this Licence.
- 5.3. IMPA shall agree with You the number of licences You must acquire to enable You to install, use, access, display, run, or otherwise interact with the IMPA Data.
- 5.4. In relation to scope of use:
- 5.4.1. You shall not use the IMPA Data or allow the use of the IMPA Data by, or for the benefit of, any person other than Your employees.
- 5.4.2. You may not use the IMPA Data other than as specified in this clause 5.4 without the prior written consent of IMPA, and You acknowledge that additional fees may be payable on any change of use approved by IMPA.
- 5.4.3. You have no right (and shall not permit any third party) to re-sell, market, adapt, reverse engineer, decompile, disassemble, distribute externally, copy, modify, store, extract, transmit, publish, communicate to the public, or use the IMPA Data (in whole or in part) other than as set out in clause 5.
- 5.4.4. You are not permitted to cross reference, display or advertise the IMPA Data with any other third party codes (including, but not limited to, the ISSA Ships' Stores Catalogue) other than in connection with the manufacturer codes for products within Your own systems.
- 5.4.5. You shall not, without the prior written consent of IMPA:
- 5.4.5.1. sub-licence, assign, transfer or novate the benefit or burden of this Licence in whole or in part;
- 5.4.5.2. allow the IMPA Data to become the subject of any charge, lien or encumbrance; and
- 5.4.5.3. deal in any other manner with any or all of its rights and obligations under this Licence,
- 5.5. You shall:
- 5.5.1. ensure that the IMPA Data is installed on equipment secure and adequate only;
- 5.5.2. keep a complete and accurate record of copying and disclosure of IMPA Data and your users, and produce such record to IMPA on request from time to time;
- 5.5.3. notify IMPA as soon as You become aware of any unauthorised use of the IMPA Data by any person or third party;
- 5.5.4. pay, for broadening the scope of the licences granted under this Licence to cover the unauthorised use, an amount equal to the fees which IMPA would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 6.9, from such date to the date of payment.
- 5.6. The IMPA Data must be held securely within Your possession and control, free from any third-party access and with all credits, legends, notices or markings maintained.
- 5.7. You must use reasonable efforts to ensure that Your staff and any other authorised users of the IMPA Data understand the effect of this clause 5 and in particular the limitations on the use of the IMPA Data set out in this clause 5.
- 5.8. You must contact IMPA immediately if anyone makes or threatens to make a claim against You relating to Your use of the IMPA Data and You shall comply with any reasonable request from IMPA in relation to such claim. If You become aware of any misuse of the IMPA Data, or any

security breach in connection with this Licence that could compromise the security or integrity of the IMPA Data or otherwise adversely affect IMPA, You shall at your expense promptly notify IMPA and fully co-operate with IMPA to remedy the issue as soon as reasonably practicable. IMPA may suspend Your rights under this Licence until the misuse or security breach is remedied.

- 5.9. You shall permit IMPA to inspect and have access to any premises (and to the computer equipment located there) at or on which the IMPA Data is being kept or used, and have access to any records kept in connection with this Licence, for the purposes of ensuring that You are complying with the terms of this Licence, provided that IMPA provides reasonable advance notice to You of such inspections, which shall take place at reasonable times.

6. Fees

- 6.1. The Fees for the IMPA Data shall be the amount set out in the Order accepted by IMPA, or, if no fee is quoted, the amount set out in IMPA's published price list in force as at the date of delivery.
- 6.2. The Fees shall be calculated in accordance with the number of employees or ships You set out in Your Order to IMPA and You warrant that this number is true and accurate. You shall notify IMPA immediately if the number of Your employees or ships increases or decreases at any time during the Initial Term and the Renewal Term. IMPA may from time to time require You to submit supporting evidence to IMPA of the number of Your employees or ships.
- 6.3. You shall pay IMPA any additional Fees due as a result of an increase of Your employees or ships or IMPA may, at its sole discretion but shall not be obliged, refund to You a part of the Fees as a result of a decrease of Your employees.
- 6.4. IMPA may increase the Fees at any anniversary of the Commencement Date (or from the commencement date of any Renewal Term) after the first such anniversary by giving You at least three months' notice before such anniversary.
- 6.5. IMPA shall invoice You for the full amount of the fees in advance of delivery of the IMPA data to You.
- 6.6. Any Fees payable for the IMPA Data during the Renewal Term, shall be invoiced to You in advance on a monthly basis.
- 6.7. You shall pay each invoice submitted by IMPA immediately and in any event, no later than 30 days from the date of the invoice in full and cleared funds to a bank account nominated in writing by IMPA. Payment of the Fees shall be made in the currency as set out in the invoice.
- 6.8. All sums payable under this Licence are exclusive of VAT or any relevant local sales taxes, for which You shall be responsible.
- 6.9. If You fail to make a payment due to IMPA under the Licence by the due date, then, without limiting IMPA's remedies under clause 9, You shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
- 6.10. All amounts due under the Licence shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual Property Rights

- 7.1. You acknowledge that all Intellectual Property Rights in the IMPA Data (including any samples provided to You) belong and shall belong to the Licensor, and You shall have no rights in or to the IMPA Data other than the right to use it in accordance with the terms of this Licence.
- 7.2. In the event of a Claim, IMPA may at its sole option and expense:

- 7.2.1. procure for Your right to continue to use the IMPA Data (or any part thereof) in accordance with the terms of this Licence;
 - 7.2.2. modify the IMPA Data so that it ceases to be infringing;
 - 7.2.3. replace the IMPA Data with non-infringing software; or
 - 7.2.4. terminate this Licence immediately by notice in writing to You and refund any of the Fees paid by You as at the date of termination (less a reasonable sum in respect of Your use of the IMPA Data to the date of termination) on return of the IMPA Data.
- 7.3. You shall keep IMPA indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by IMPA as a result of or in connection with any claim brought against IMPA, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, Your use of the IMPA Data in breach of this Licence.

8. Confidentiality

Each party shall, during the Initial Term and Renewal Term of this Licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Licence) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

9. Term & Termination

- 9.1. Subject to the payment of the Fees (unless terminated earlier in accordance with the terms of this Licence), the initial term of the Licence shall commence on the Commencement Date and shall continue for 3 years (“**Initial Term**”) and shall automatically renew for a further 12 months (“**Renewal Term**”) unless You give IMPA written notice to not renew the Licence at least 3 months’ before the end of the Initial Term. For the avoidance of doubt, the terms of this Licence shall apply during the Renewal Term unless otherwise agreed in writing between You and IMPA.
- 9.2. Without affecting any other right or remedy available to it, IMPA may terminate the Licence by giving You not less than 30 days’ written notice and shall refund any of the Fees paid by You as at the date of termination less a reasonable sum in respect of Your use of the IMPA Data to the date of termination once You return the IMPA Data.
- 9.3. Without affecting any other right or remedy available to it, IMPA may terminate the Licence with immediate effect by giving written notice to You if:
 - 9.3.1. You fail to pay any amount due under this Licence on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
 - 9.3.2. You commit a material breach of any other term of this Licence which breach is irremediable or (if such breach is remediable) fail to remedy that breach within a period of 7 days after being notified to do so;
 - 9.3.3. You suspend, or threaten to suspend, payment of Your debts or are unable to pay Your debts as they fall due or admit inability to pay Your debts or are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986;
 - 9.3.4. if You are a company, You commence negotiations with all or any class of Your creditors with

- a view to rescheduling any of Your debts, or make a proposal for or enter into any compromise or arrangement with Your creditors other than for the sole purpose of a scheme for a solvent amalgamation reconstruction of the company;
- 9.3.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the company other than for the sole purpose of a scheme for a solvent amalgamation of the company with one or more other companies or the solvent reconstruction of the company;
- 9.3.6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over You;
- 9.3.7. the holder of a qualifying floating charge over Your assets has become entitled to appoint or has appointed an administrative receiver;
- 9.3.8. a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets;
- 9.3.9. a creditor or encumbrancer of the company attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Your assets and such attachment or process is not discharged within 14 days;
- 9.3.10. any event occurs, or proceeding is taken against You in any jurisdiction to which You are subject that has an effect equivalent or similar to any of the events mentioned in clause 9.3.3 to clause 9.3.9 (inclusive);
- 9.3.11. You suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of its business; or
- 9.3.12. there is a change of control of the company (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 9.4. Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence shall remain in full force and effect.
- 9.5. Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 9.6. On termination for any reason:
- 9.6.1. all rights granted to You under this Licence shall cease;
- 9.6.2. You shall cease all activities authorised by this Licence;
- 9.6.3. You shall immediately pay to IMPA any sums due to IMPA under this Licence; and
- 9.6.4. You shall immediately destroy or return to IMPA (at IMPA's option) all copies of the IMPA Data any Confidential Information and other materials provided to You then in Your possession, custody or control and, in the case of destruction, certify to IMPA that You have done so.

10. Limitation of Liability

10.1. Nothing in this Licence shall limit or exclude IMPA's liability for:

- 10.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or

- subcontractors;
- 10.1.2. fraud or fraudulent misrepresentation;
- 10.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 10.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 10.1.5. any other liability which may not be excluded by law.
- 10.2. Subject to clause 10.1, IMPA shall not be liable to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Licence for:
 - 10.2.1. special damage even if IMPA was aware of the circumstances in which such special damage could arise;
 - 10.2.2. loss of profits;
 - 10.2.3. loss of sales or business;
 - 10.2.4. loss of agreements or contracts;
 - 10.2.5. loss of anticipated savings;
 - 10.2.6. loss of use or corruption of software, data or information;
 - 10.2.7. loss of or damage to goodwill; and
 - 10.2.8. any indirect or consequential loss.
- 10.3. Subject to clause 10.1, IMPA's total liability to You in respect of claims based on events in any calendar year arising out of or in connection with this Licence, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed 150% of the total Fees paid by You under this Licence in that calendar year.
- 10.4. Subject to clause 10.1, You agree that, in entering into this Licence, either You did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Licence or (if You did rely on any representations, whether written or oral, not expressly set out in this Licence) that You shall have no remedy in respect of such representations and (in either case) IMPA shall have no liability in any circumstances otherwise than in accordance with the express terms of this Licence.
- 10.5. All references to "IMPA" in this clause 10 shall, for the purposes of this clause only be treated as including all employees, subcontractors and suppliers of IMPA and its affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in clause 10.
- 10.6. This clause 10 shall survive termination of the Licence.

11. General

11.1. Force Majeure

IMPA shall not be in breach of this Licence nor liable for delay in performing, or failure to perform, any of its obligations under this Licence if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

11.2. **Assignment and other dealings**

- 11.2.1. With the prior written consent of the licensor, IMPA may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Licence.
- 11.2.2. You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of Your rights and obligations under the Licence without the prior written consent of IMPA.

11.3. **Entire Agreement**

- 11.3.1. This Licence, the Order accepted by IMPA and any schedules or documents annexed as appendices to this Licence or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 11.3.2. Each party acknowledges that, in entering into this Licence and the documents referred to in it or annexed to it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Licence or not) (“**Representation**”) other than as expressly set out in this Licence or those documents.
- 11.3.3. Nothing in this clause shall limit or exclude any liability for fraud.

11.4. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.5. **Variation**

No variation of this Licence shall be effective unless it is in writing and signed by the parties.

11.6. **Remedies**

Except as expressly provided in this Licence, the rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

11.7. **Severance**

If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.

11.8. **No Partnership or Agency**

Nothing in the Licence is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

11.9. **Third Party Rights**

The Licensor and the parties shall have the right to enforce any term of this Licence. Any other person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

11.10. Counterparts

This Licence may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Licence.

11.11. Notice

11.11.1. Any notice or other communication given to a party under or in connection with the Licence shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Order.

11.11.2. Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next business day after transmission.

11.11.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.12. Governing Law and Jurisdiction

11.12.1. This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.12.2 You and IMPA irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).