

## PROFESSIONAL SERVICES AGREEMENT

Effective from: 1 November 2025

This Professional Services Agreement including any documents incorporated by reference (“**PS Terms**”) between Customer and Keyloop governs professional services itemised in a Quote. The parties agree as follows:

### 1 DEFINITIONS AND INTERPRETATION

1.1 Capitalised terms not otherwise defined in these PS Terms shall have the following meanings:

|                                 |                                                                                                                                                                                                                                                                                                                                               |
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| <b>Acceptance Test</b>          | a test set out in a Statement of Work to test the functioning of a Product;                                                                                                                                                                                                                                                                   |
| <b>Acceptance Test Period</b>   | the period specified in a Statement of Work for the testing of a Product, or, if no period is specified, a period of 14 days from the date on which the relevant Product is made available to Customer for testing; and                                                                                                                       |
| <b>Affiliate</b>                | (as to any entity) any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity;                                                                                                                                                                                                     |
| <b>Agreement</b>                | the agreement between Customer and Keyloop for the provision of Services;                                                                                                                                                                                                                                                                     |
| <b>Applicable Law</b>           | all applicable national, supranational, foreign or local laws (including case law), legislation, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies which have the force of law in effect from time to time in the relevant Territory;                   |
| <b>Business Day</b>             | Monday to Friday but excluding any public holidays in the Territory;                                                                                                                                                                                                                                                                          |
| <b>Charges</b>                  | all amounts payable by Customer to Keyloop for the Services;                                                                                                                                                                                                                                                                                  |
| <b>Confidential Information</b> | all information which is confidential or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement; |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| <b>Control</b>                  | that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of another person (whether through ownership of share capital, possession of voting power, ability to appoint directors, contract or otherwise) and " <b>Controls</b> " and " <b>Controlled</b> " shall be interpreted accordingly;                                                                                                                                                                                                       |
| <b>Customer</b>                 | the customer entity noted on the Quote;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Customer Data</b>            | the data inputted, provided, generated, transmitted or displayed by Customer's authorised users or Keyloop on Customer's behalf for the purpose of using the Deliverables or facilitating Customer's use of the Deliverables;                                                                                                                                                                                                                                                                                                                                     |
| <b>Data Processing Addendum</b> | terms that apply to the processing of Customer Personal Data by Keyloop in the provision of the Services available at <a href="https://www.keyloop.com/legal-documentation">https://www.keyloop.com/legal-documentation</a> ;                                                                                                                                                                                                                                                                                                                                     |
| <b>Deliverable</b>              | any output of the Services identified in a Statement of Work or Quote which may include the implementation of a Product;                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Force Majeure</b>            | any event outside the reasonable control of the relevant party affecting its ability to perform any of its obligations (other than payment) under this Agreement including acts of God, fire, flood, lightning, grid supply power outage, compliance with any law or governmental order, rule, regulation or direction which could not have been reasonably anticipated at the Commencement Date, war, revolution, act of terrorism, riot or civil commotion, epidemic or pandemic and resulting governmental measures, strikes, lock outs and industrial action; |
| <b>Insolvency Event</b>         | <p>where either party:</p> <ul style="list-style-type: none"><li>(a) suspends or threatens to suspend payment of its debts or is unable to pay its debts;</li><li>(b) enters into winding up, dissolution, administration, receivership, or any insolvency proceeding (save for solvent voluntary reconstruction or amalgamation);</li><li>(c) obtains or seeks a moratorium, proposes any reorganisation (including voluntary arrangements, schemes of arrangement, or debt rescheduling), or</li></ul>                                                          |

commences negotiations with creditors regarding debt restructuring;

- (d) has enforcement action taken against its assets by secured lenders or has distress, execution, or similar process levied on its assets that remains undischarged for 14 days;
- (e) experiences any equivalent proceeding or event in any jurisdiction to which it is subject; or
- (f) ceases to carry on all or a substantial part of its business;

**Intellectual Property Rights**

any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design (including industrial designs), right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which shall exist in the future in the Territory;

**Keyloop**

the Keyloop entity stated on the Quote;

**Non-Keyloop Product**

any third party hardware or software including third party applications or systems which are capable of integrating or interoperating with a Product including Partner Applications;

**Partner Application**

a third party application certified by Keyloop as being capable of successfully integrating with a Product;

**Personal Data**

has the meaning given to it in the Data Processing Addendum;

**Personnel**

in relation to a party, directors, partners, employees, workers, agents, consultants, other representatives, contractors and sub-contractors employed or otherwise engaged by a party, and each of their respective directors, partners, employees, workers, agents, consultants, other representatives, contractors and sub-contractors;

**Product**

a software application or programme which is itemised as a separate line item on the Quote;

|                                 |                                                                                                                                                                                                        |
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| <b>Product Specific Terms</b>   | terms relating to specific Products, available at <a href="https://www.keyloop.com/legal-documentation">https://www.keyloop.com/legal-documentation</a> ;                                              |
| <b>Quote</b>                    | the written document signed by Customer which itemises the relevant Services;                                                                                                                          |
| <b>Services</b>                 | the professional services to be provided by Keyloop, as may be described in a Statement of Work;                                                                                                       |
| <b>Standard Rates</b>           | Keyloop's standard rates for the provision of Professional Services from time to time;                                                                                                                 |
| <b>Statement of Work</b>        | a written document by which Keyloop agrees to provide Professional Services to Customer attached to the Quote;                                                                                         |
| <b>Territory</b>                | the jurisdiction in which Keyloop is incorporated or as otherwise stated on the Quote; and                                                                                                             |
| <b>Territory Specific Terms</b> | the supplementary terms that apply to the provision of Services in the Territory, available at <a href="https://www.keyloop.com/legal-documentation">https://www.keyloop.com/legal-documentation</a> . |

- 1.2 The words "**other**", "**including**" and "**for example**" are not limiting.
- 1.3 "**written**" or "**in writing**" includes textform and other electronic means.
- 1.4 In case of conflict or ambiguity, the descending order of precedence is as follows: Quote, Territory Specific Terms, Product Specific Terms, PS Terms, Data Processing Addendum and any Statement of Work.
- 1.5 Any reference to a date, month or year in this Agreement shall mean a reference to the date, month or year under and in accordance with the Gregorian calendar.

## **2 AGREEMENT, SERVICES AND CHANGES**

- 2.1 Agreement. This Agreement becomes effective when Customer signs and returns the Quote in its original, unaltered form as provided by Keyloop. Any manuscript changes, amendments, or modifications to the Quote shall render it void and of no effect. This Agreement shall continue until the provision of each Service or the Agreement has ended, in accordance with the terms of the Agreement.
- 2.2 Services. Keyloop shall provide Services and Deliverables in accordance with the Agreement. Keyloop shall: (a) use reasonable endeavours to deliver Professional Services in accordance with any timescales in a Statement of Work, but all timescales are estimates only; (b) use reasonable endeavours to observe health and safety and reasonable security requirements that apply at any of Customer's premises and that

have been communicated to it in advance; and (c) rely on information provided by, or on behalf of, Customer when scoping and providing any Professional Services.

- 2.3 Indemnity. Customer shall defend Keyloop, its affiliates, and their respective officers, directors, and employees (collectively, “**Keyloop Indemnitees**”) against any third party claim arising from Customer's breach of this Agreement, and shall indemnify the Keyloop Indemnitees for any claims, damages, liabilities, losses, costs, and expenses incurred by a Keyloop Indemnitee including amounts awarded against a Keyloop Indemnitee in any final judgment or settlement of such claims. Customer shall provide Keyloop with any reasonable assistance required at Customer's cost regarding any such claim.
- 2.4 Change Control. Any changes to the agreed dates, timescales or scope for Services shall be subject to the Keyloop change control process, which may result in the incurrence of additional Charges at Standard Rates, including for the time spent by Keyloop Personnel revising any project plan.
- 2.5 Rescheduling. Customer must provide not less than 30 days' notice to delay or postpone Services from the dates or timescales set out in the Statement of Work or otherwise agreed by the parties. If Customer: (a) delays or postpones Services, Keyloop may vary the Charges by removing any discounts outlined in the Quote; and (b) gives less than 30 days' notice to delay or postpone Services, Keyloop may levy additional Charges for resources that Keyloop determines cannot be reallocated following such delay or postponement.

### **3 ACCEPTANCE**

- 3.1 Acceptance Tests. If an Acceptance Test has been specified in a Statement of Work: (a) Customer shall perform the Acceptance Test within the Acceptance Test Period and promptly report the results to Keyloop; (b) Customer shall not use the Deliverable during the Acceptance Test Period for any purpose other than to perform the Acceptance Test; and (c) the Deliverable shall be considered to have passed the Acceptance Test if it complies in all material respects with its specification and for this purpose "compliance" shall be exclusive of any minor error or fault that does not prevent productive use of the Product.
- 3.2 Repeating Acceptance Tests. If during the Acceptance Test Period Customer notifies Keyloop that the Deliverable has failed an Acceptance Test, the Acceptance Test Period shall be extended by such number of days as is reasonably sufficient to enable Keyloop to adjust the Deliverable as Keyloop deems necessary. Following each such adjustment Customer shall repeat the Acceptance Test and notify the results of it to Keyloop. If the Deliverable fails to pass its third Acceptance Test either party shall be entitled to terminate the Professional Services by providing notice to the other party. Such termination shall be without liability to either party save for the obligation on Keyloop to refund to Customer any Charges paid by Customer in advance for Services not provided.
- 3.3 Acceptance. Customer shall be considered to have irrevocably accepted the Deliverables on the earlier of the following dates: (a) the day following the day on

which the Deliverable passes the Acceptance Test; or (b) the expiry of the Acceptance Test Period where Customer has not notified Keyloop that the Deliverable has failed to pass the Acceptance Test; or (c) the date on which Customer uses the Deliverable other than for testing purposes.

#### **4 WARRANTIES**

- 4.1 Each party warrants to the other that it has the right and capacity to enter into and perform this Agreement.
- 4.2 Keyloop warrants to provide the Services with reasonable skill and care. If there is a breach, Keyloop shall re-perform the Services or terminate the relevant Services and refund any Charges paid by Customer for the relevant Services. Customer may not make any claim under this warranty if the Services or applicable Deliverables have been accepted in accordance with these PS Terms. This is Customer's sole remedy and Keyloop's exclusive liability for a breach of warranty.
- 4.3 ALL WARRANTIES, CONDITIONS, TERMS AND REPRESENTATIONS NOT EXPRESSLY SET OUT IN THIS AGREEMENT, WHETHER IMPLIED BY STATUTE OR OTHERWISE, ARE EXCLUDED TO THE EXTENT PERMITTED BY APPLICABLE LAW. KEYLOOP DISCLAIMS ALL WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **5 CUSTOMER RESPONSIBILITIES AND COMPLIANCE**

- 5.1 Customer Responsibilities. Customer shall: (a) cooperate with Keyloop in all matters relating to the Services and provide timely responses to Keyloop's reasonable requests; (b) provide Keyloop with accurate, complete, and current information reasonably necessary for Keyloop to perform its obligations under this Agreement; (c) provide Keyloop Personnel with reasonable access to Customer's premises, facilities and personnel as necessary for Keyloop to provide the Services; (d) where applicable, carry out the steps necessary for implementation of the Product(s); and (e) promptly notify Keyloop of any factors or changes that may impact the Services.
- 5.2 Delays. If Customer or Customer Affiliates delay Keyloop's performance, timelines extend accordingly and Charges may be adjusted to reflect the impact.

#### **6 CHARGES AND PAYMENT**

- 6.1 Basis of Charges. Unless otherwise agreed, all Charges shall be paid in the currency set out on the Quote by direct debit into the account notified by Keyloop. The Services shall be provided on either a time and materials basis or fixed fee basis, as specified in the Quote.
- 6.2 Time and Materials. Where Services are to be provided on a time and materials basis, Keyloop shall charge Customer for the actual number of days spent providing the Services at the applicable day rate specified in the Quote (or, if not specified, in accordance with Standard Rates). Standard Rates apply to Services completed during

standard working hours on a Business Day. Services completed outside of these times may result in additional Charges in accordance with Standard Rates.

- 6.3 Additional Services. Keyloop may charge Customer on a time and materials basis in accordance with Standard Rates for additional time spent by Keyloop Personnel as a result of any failure or delay by Customer to comply with its obligations under this Agreement and for any additional Services performed outside the scope of a Statement of Work.
- 6.4 Travel Expenses. Keyloop may charge Customer for reasonable travel costs and associated expenses for Services undertaken at Customer sites and shall inform Customer of any such costs and expenses in advance.
- 6.5 Payment Terms. Keyloop shall invoice Charges periodically in arrears or as set out in a Quote or Statement of Work. All payments shall be due 30 days from the date of invoice (or 45 days for payments made by direct debit).
- 6.6 Variation of Charges. Keyloop may vary Charges once per calendar year by providing Customer with at least 2 months prior notice.
- 6.7 Late Payment. If any undisputed Charges are not paid when due, Customer shall pay interest on overdue amounts at the prevailing interest rate, accruing daily and compounding quarterly from the due date. Keyloop may: (a) remove discounts and re-invoice at list prices; (b) suspend Services in accordance with clause 12; and (c) recover all costs and expenses incurred in collecting overdue amounts, including reasonable legal fees. The rights and remedies in this clause 6.7 are in addition to any other rights or remedies available to Keyloop under this Agreement or Applicable Law.
- 6.8 Invoice Disputes. Customer shall notify Keyloop of any genuine disputed invoice in writing within 10 Business Days of receiving the invoice and shall pay the undisputed portion. The parties shall use reasonable endeavours to promptly resolve any disputed invoice.
- 6.9 Taxes and Payment. Charges exclude value added tax, sales tax or any other relevant local taxes on services which shall be applied by Keyloop at the prevailing rate. Customer shall pay all invoices in full without any deduction or set-off.

## **7 INTELLECTUAL PROPERTY RIGHTS**

Keyloop owns or has the right to licence all Intellectual Property Rights in the Services including in the Deliverables. This Agreement does not grant, assign or otherwise transfer to Customer any Intellectual Property Rights.

## **8 INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

- 8.1 Keyloop shall defend Customer, its officers, partners, directors and employees against any third-party claim that the Deliverables infringe any Intellectual Property Rights, and shall indemnify Customer for any amounts awarded against Customer in any final judgment or agreed to in settlement by Keyloop. Keyloop's obligations are

conditional on Customer: (a) promptly notifying Keyloop in writing of the claim; (b) granting Keyloop sole control over the defence and settlement of the claim; and (c) providing reasonable cooperation at Keyloop's expense. Customer shall not settle or compromise any claim without Keyloop's prior written consent.

- 8.2 If the Deliverables become, or in Keyloop's opinion are likely to become, the subject of an infringement claim, Keyloop may, at its option and expense: (a) procure the right to continue using the Deliverables; (b) replace or modify the Deliverables to make them non-infringing while maintaining substantially equivalent functionality; or (c) terminate the affected Services and refund a pro-rated portion of any prepaid Charges for the terminated Services. Termination of any Services under this clause shall not affect any other Services provided under this Agreement.
- 8.3 Keyloop shall have no obligation for any claims arising from or relating to: (a) modifications by anyone other than Keyloop or a Keyloop authorised partner; (b) Customer's use contrary to Keyloop's instructions or documentation; (c) Customer's continued use of the Deliverables after receiving notice from Keyloop to cease use; (d) combination, operation, or use of the Deliverables with any Non-Keyloop Product or third-party technology not provided by Keyloop; (e) Customer's breach of this Agreement; or (f) compliance with Customer's specifications, designs, or requirements.
- 8.4 THIS CLAUSE 8 CONTAINS CUSTOMER'S SOLE REMEDY, AND KEYLOOP'S EXCLUSIVE LIABILITY, FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

## **9 DATA**

To the extent that Personal Data is processed by Keyloop, the Data Processing Addendum shall apply and is incorporated into this Agreement.

## **10 LIABILITY**

- 10.1 Nothing in this Agreement excludes or limits either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct or gross negligence; (d) payment obligations; or (e) any liability that cannot be excluded or limited under Applicable Law.
- 10.2 Neither party is liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise in connection with this Agreement for any: (a) loss of or damage to goodwill; or (b) indirect or consequential loss or damage.
- 10.3 Keyloop is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement for any loss of profit, revenue, sales or business or anticipated savings.
- 10.4 In the event of any loss of or damage to Customer Data, Customer's sole remedy shall be for Keyloop to use reasonable endeavours to restore such Customer Data from the most recent backup.



- 10.5 Keyloop's total liability for losses or damages in any and all actions, however based, arising out of or in connection with this Agreement shall not exceed, for each claim or series of connected claims, 100% of the Charges paid by Customer in relation to the relevant Services giving rise to such claim during the 12 months immediately preceding the date on which the claim first arose.

## **11 CONFIDENTIALITY**

- 11.1 Each party (the “**Receiving Party**”) shall keep and procure to be kept confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Agreement and shall not use or disclose the same other than as required to perform this Agreement or with the prior written consent of the other party.
- 11.2 The parties may disclose Confidential Information to an employee, director, partner, consultant, sub-contractor or agent to the extent necessary for the performance of this Agreement provided such disclosure is subject to obligations equivalent to those set out in this Agreement. Each party shall be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 11.3 The confidentiality obligations in this clause 11 do not apply to any Confidential Information that the Receiving Party can demonstrate: (a) is or becomes generally available to the public other than as a result of a breach of this Agreement; (b) was rightfully in the Receiving Party's possession prior to disclosure by the disclosing party and not subject to any confidentiality obligations; (c) was or is disclosed to the Receiving Party by a third party without breach of any confidentiality obligation; (d) the parties agree in writing is not Confidential Information or may be disclosed; or (e) is required to be disclosed under any Applicable Law, or by order of a court or governmental body or authority of competent jurisdiction.

## **12 SUSPENSION**

- 12.1 Keyloop may suspend all or any portion of the services under this Agreement or any other agreement with Customer or a Customer Affiliate if Keyloop reasonably determines that: (a) Customer has failed to pay any undisputed Charges; (b) Customer is in material breach of this Agreement; or (c) the provision of the Services would violate Applicable Law. Keyloop shall endeavour to provide advance notice of any suspension except where immediate suspension is necessary to prevent harm, protect security, or comply with legal requirements.
- 12.2 Keyloop shall have no liability for any suspension under clause 12.

## **13 TERMINATION**

- 13.1 Either party may terminate this Agreement or any Services immediately upon written notice to the other party if: (a) the other party materially breaches this Agreement and fails to remedy such breach within 30 days after receiving written notice specifying the breach in reasonable detail; (b) the other party fails to pay any undisputed sum

payable under the Agreement within 14 days of a notice of failure to pay; or (c) the other party experiences an Insolvency Event, to the extent termination is permitted under Applicable Law.

- 13.2 Keyloop may immediately terminate this Agreement or any Service upon notice if Customer (or any of its directors) is in breach of any government sanctions, or are within a territory that becomes subject to any government sanctions.
- 13.3 If: (a) Keyloop terminates this Agreement or a Service pursuant to clause 13.1; or (b) Customer terminates this Agreement or a Service where Customer has no right to do so, then Customer shall pay Keyloop, within 30 days of the termination date, early termination charges equal to the total Charges for the terminated Services.

## **14 CONSEQUENCES OF TERMINATION**

- 14.1 Termination of this Agreement or any Services shall not affect any rights, obligations, or liabilities of either party that: (a) accrued prior to the termination date; or (b) are expressly stated to survive or by their nature should survive termination, including payment obligations, warranties, indemnifications, limitations of liability, intellectual property rights, confidentiality obligations, and data handling obligations.
- 14.2 On termination of this Agreement or a Service for any reason:
- (a) all licenses and rights granted to Customer under this Agreement with respect to the terminated Services shall immediately cease;
  - (b) Customer shall immediately return to Keyloop all hardware supplied by Keyloop in relation to the terminating Services;
  - (c) Each party shall, at the other party's request, return or destroy all Confidential Information of the other party, except that each party may retain one archival copy for legal compliance purposes and Confidential Information stored in automatic backup systems until purged in accordance with standard backup procedures;
  - (d) Keyloop may invoice Customer for any Services provided but not yet invoiced, and Customer shall pay these invoices immediately on receipt; and
  - (e) if termination is due to Keyloop's material breach or uncured warranty breach under clause 4.2, Keyloop shall refund to Customer a pro-rated portion of any prepaid Charges for Services not provided, covering the period from the termination date through the end of the then-current term; and
  - (f) Customer shall pay all amounts owed to Keyloop, including any early termination charges under clause 13.3 and all other outstanding amounts.

## 15 GENERAL

- 15.1 Feedback. Keyloop and Keyloop Affiliates shall be entitled to freely use, distribute, disclose, make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer.
- 15.2 Publicity. Keyloop may use Customer's name and logo in lists of customers, marketing materials and press releases provided that such use is limited to identification of Customer as an entity which receives products and services from Keyloop. Customer undertakes to provide testimonials and participate in case studies upon request from Keyloop for commercial reference purposes. Keyloop may use such material in any form and in any territory.
- 15.3 Non-Solicitation. Customer shall not, without the prior written consent of Keyloop, either during the term of this Agreement and for 6 months following termination, directly or indirectly solicit or endeavour to solicit away from Keyloop or employ or engage, or attempt to employ or engage, any Keyloop Personnel other than by means of a recruitment advertising campaign open to all applicants and not specifically targeted at Keyloop Personnel. If Customer breaches this clause, it shall pay Keyloop on demand an amount equal to the individual's gross annual salary.
- 15.4 Force Majeure. A party shall not be in breach of this Agreement (except for those in relation to payment) as a result of Force Majeure (and the date for performance of the obligations affected shall be extended accordingly), provided that such party complies with the obligations set out in this clause. The party affected by Force Majeure shall promptly notify the other party of the matters constituting the Force Majeure, keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues. The party affected by Force Majeure shall take reasonable steps to minimise its effect on the performance of its obligations under this Agreement. If Force Majeure continues for longer than 3 consecutive months, either party may terminate this Agreement or the affected Product by giving 30 days' notice to the other party.
- 15.5 Transfer and Subcontracting. Customer may not assign or transfer any of its rights or obligations under this Agreement, without Keyloop's prior written consent. Keyloop may assign, transfer or sub-contract any or all of its rights and obligations under this Agreement in whole or in part.
- 15.6 Third Party Rights. No one other than the parties to this Agreement has any rights to enforce it. The parties may change, waive, or end this Agreement without needing approval from any third party.
- 15.7 Variation. Keyloop may update, modify, change its Services at any time provided there is no material degradation in performance, functionality or security of the Services. Keyloop may amend this Agreement by: publishing updated versions at <https://keyloop.com/legal-documentation>; or providing Customer with reasonable advance notice, with such updates becoming effective upon the date specified in the updated document or notice. Unless otherwise stated, no purported alteration or

variation of this Agreement shall be effective unless it is agreed in writing by the parties.

- 15.8 Waiver. A party's rights under this Agreement are not affected by giving extra time, showing leniency, or delaying enforcement. Any waiver of a breach must be in writing and does not apply to future breaches or other terms.
- 15.9 Severability. If any part of this Agreement is held to be or becomes void or otherwise unenforceable it shall not affect the other provisions of this Agreement.
- 15.10 Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter and supersedes all prior and contemporaneous agreements, proposals, understandings, negotiations, representations, and communications, whether written or oral, between the parties relating to such subject matter.

## **16 NOTICES, GOVERNING LAW AND JURISDICTION**

- 16.1 Any notices sent under this Agreement must be in writing and sent by hand, registered post, pre-paid air mail or email. Notices are deemed delivered as follows: (a) same Business Day if by hand (or next Business Day if it is not a Business Day); (b) 2 Business Days after the date of posting for registered post; (c) 5 Business Days after the date of posting for notices served by pre-paid airmail; and (d) the day of transmission or (if it is not a Business Day or if transmission takes place after 17:00 hours) on the next Business Day for notices served by email.
- 16.2 Details for sending notices to Keyloop, the law that applies to this Agreement and the courts with exclusive jurisdiction over any disputes or claims arising out of or relating to this Agreement, are set out in the Territory-Specific Terms.
- 16.3 Any notice sent to Keyloop shall clearly identify Customer and the applicable Agreement and be sent to the above email address or the address outlined on the Quote or such other address as provided by Keyloop from time to time.
- 16.4 Keyloop shall send notices to Customer at the address outlined on the Quote or to the email address provided for Customer's account administrator.