

Romax Terms & Conditions of Software and Support Services (Version October 2018)
("Conditions")

1. Definition

1.1. In these Conditions:

"Affiliate" means, any business entity from time to time Controlling, Controlled by, or under common Control with, the applicable party;

"Agreement" means the agreement between Romax and the Customer comprising the Front Sheet, any relevant EULA and these Conditions;

"Charges" means any and all fees and charges payable in respect of the Services (including the Licence fee in respect of the Software Licence Term or any Renewal Term and Support Services fee in respect of the TS&U Term or any Renewal Term, each as specified in the Front Sheet);

"Control" a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation and "Controlled" and "Controlling" shall be construed accordingly;

"Consultancy Services" means any consultancy, design or other services provided by Romax to Customer from time to time which do not form part of the Support Services or any other Services provided by Romax to the Customer under or pursuant to this Agreement;

"Customer" means the party named as receiving the Services in the Front Sheet;

"Documentation" means the materials and documents in any form or media provided by Romax in connection with the Software or this Agreement (including user guides and documentation, technical documentation, program specification and operations manuals) as delivered with the Software by Romax in connection with the Software;

"Effective Date" means the date on which Romax signs and dates the Front Sheet;

"End User" means any officers, employees, consultants, agents, contractors of the Customer who are authorised by the Customer to use the Software for the benefit of the Customer;

"EULA" means the relevant end user licence agreement(s) entered into between Romax UK and the Customer in respect of the Software;

"Front Sheet" means the front sheet to the Agreement executed on behalf of Romax and the Customer setting out the Services, Charges and Effective Date applicable to the parties agreement in respect of software provided by Romax to the Customer and which incorporates these Conditions (as they may be updated from time to time);

"Intellectual Property Rights" means patents, trademarks, trade and service names, copyrights and database rights and design rights (whether or not registered and including applications for registration of any of them), rights in know-how, moral rights, trade secrets and rights of confidence; and all rights or forms of protection of a similar nature or having a similar or equivalent effect to any of them which may subsist anywhere in the world at the date of the Agreement or in the future;

"Insolvent" means the Customer: (i) enters into liquidation otherwise for reconstruction or amalgamation where the emerging company assumes the liquidating company's obligations; or (ii) compounds with creditors or has an administrator, administrative receiver, receiver or other encumbrancer appointed over all or any part of its assets; or (iii) ceases to conduct business in its normal manner; or (iv) becomes unable to pay its debts when due; or (iv)

threatens or resolves to do any of the above, or (v) takes or suffers any similar or equivalent action in consequence of debt;

"Licence" means the Customer's licence to use the Software, as more particularly described in Clause 3.1;

"Licence Key" means the licence file issued by Romax in respect of each licence of the Software for installation on the Customer's equipment in accordance with the Licence Level (and which includes the enforcement mechanism as described in Clause 11.2.1);

"Licensed Affiliate" means the Affiliate(s) of the Customer specified on the Front Sheet who are authorised to use the Software;

"Licence Level" means the licence level granted to the Customer as stated in the Front Sheet;

"Media" means any dongle or hardware on which the Software and/or any Licence Key is stored and distributed by Romax;

"New Release" any new release or new version of the Software which from time to time is publically marketed and offered for provision by Romax in the course of its normal business, including a version which contains significant differences from the previous versions expressly excluding any which is accepted in the market place as constituting a new or separate product;

"Personnel" means the officers, employees, consultants, agents, contractors of the Customer and others within its control, whether or not such parties are End Users;

"Quotation" means Romax' quote for the Services issued to the Customer;

"Renewal Term" means any extension or renewal term of the Software Licence Term and/or TS&U Term, as the case may be, as agreed between the parties from time to time;

"Romax" means Romax UK or such other Romax regional entity or a third party authorised as Romax' distributor who is specified as the 'Romax Regional Office' on the Front Sheet;

"Romax UK" means Romax Technology Limited with a registered office at Romax Technology Centre, University of Nottingham Innovation Park, Triumph Road, Nottingham NG7 2TU, England, and registration number 2345696 which is the licensor of the Software;

"Services" means the Licence and any Support Services or other service provided by Romax to the Customer specified in the Front Sheet and any other service provided by Romax to the Customer pursuant to the Agreement;

"Software" means the computer software specified in the Front Sheet or otherwise agreed by the parties to be provided to the Customer under the Agreement, including any Software Updates and New Release;

"Software Licence Term" means the agreed period of the licence for use of the Software as specified in the Front Sheet and commencing on the date specified in the Front Sheet, or, where no date is specified on the date Romax first issues the Licence Key for the relevant Software to the Customer;

"Software Update" means an update of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software but which does not constitute a New Release;

"Standard Support Hours" means 9.00am to 5.30 pm Monday to Friday based on the local time of Romax, except on statutory or public holiday observed by Romax;

"Support Services" means the Technical Support and Upgrade ("TS&U") Service specified in the Front Sheet (if any) to be provided by Romax to the Customer.

"Third Party Licensor" means any third party from time to time providing any application or other element comprised in the Software and/or Documentation;

"TS&U Term" means the term for provision of the Support Services (if any), as specified in the Front Sheet and commencing on the date specified in the Front Sheet, or, where no date is specified on the Effective Date.

- 1.2. In these Conditions unless the context provides otherwise:
 - 1.2.1. The word "including" shall be deemed to mean "including but not limited to";
 - 1.2.2. The singular includes the plural and vice versa and the use of any one gender includes all genders.
 - 1.2.3. A reference to Schedule means a schedule of these Conditions. A reference in a Schedule to a clause will be taken to be a reference to a clause to that Schedule;
 - 1.2.4. Unless defined in these Conditions, defined terms will have the meaning given to them in the EULA or the Front Sheet.
 - 1.2.5. The headings will not affect the interpretation of these Conditions;
 - 1.2.6. A reference to "Romax" in Clauses 3.11, 7.3, 7.4, 8 and 9 will for the purposes of Clauses 7.3, 7.4, 8, 9 and Clause 21.6 shall be treated as including Romax UK, Romax, Romax Affiliates and each of their officers, employees, consultants, agents, contractors and others within their respective control.

2. Term and Termination

- 2.1. The Agreement will come into force on the Effective Date and shall, subject to earlier termination in accordance with Clause 10 continue until expiry of the latest of any Software Licence Term and any TS&U Term (including, in either case, any Renewal Term).
- 2.2. The Customer's signature of the Front Sheet shall constitute an offer by the Customer to license the Software and purchase Services from Romax in accordance with that Front Sheet, the EULA and these Conditions. The Customer is responsible for ensuring that the terms set out in the Front Sheet (and any applicable Specification submitted by the Customer) are complete and accurate. That offer shall only be deemed accepted when Romax counter-signs the Front Sheet. No Quotation or Front Sheet issued by Romax shall constitute an offer by Romax.
- 2.3. These Conditions apply to the exclusion of any other terms that the Customer seeks or purports to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and nothing in these Conditions shall impose any obligation upon Romax to supply, or Customer to receive or pay any particular services unless and until those services are documented in a Front Sheet and executed by Customer and Romax. Prices stated in a Quotation shall, unless otherwise stated by Romax in its sole discretion, be valid for 30 days from issue. Where the Customer requests any Consultancy Services from Romax, those services shall (unless otherwise expressly agreed between the parties the parties in writing) be subject to Romax' Terms & Conditions of Services from time to time.
- 2.4. In the event of any conflict between the terms of the Front Sheet and these Conditions or the EULA, the terms of the Front Sheet shall prevail. The terms of the EULA shall apply in respect of the terms of the Licence in priority to any conflicting provision of these Conditions.

3. Use of Software and Intellectual Property Rights

- 3.1. Romax shall procure for the Customer from Romax UK (and any relevant Third Party Licensor) a licence to use the Software, Documentation, Licence Key and Media for the Software Licence Term subject to the Licence Level and otherwise in accordance with the EULA ("Licence").
- 3.2. The Customer acknowledges that all Intellectual Property Rights in the Software and the Documentation are the property of Romax UK or its Third Party Licensors and no title to or

- ownership of Intellectual Property Rights in the Software and/or the Documentation shall be transferred to the Customer under this Agreement.
- 3.3. Except as specifically granted in this Agreement, the Customer shall have no right in or to the Software or Documentation.
 - 3.4. Romax may (at its sole discretion) supply the Software and/or Licence Key on Media. Risk in any Media shall pass to the Customer on delivery but property in any Media supplied to the Customer shall at all times remain the property of Romax and the Customer shall safeguard such Media against loss, theft, damage and destruction. If the Customer requires a replacement Licence Key or Media:
 - 3.4.1. by reason of loss or theft, it (in Romax sole discretion) may be charged a replacement charge equal to the sums payable for the Software as stated on the Front Sheet;
 - 3.4.2. by reason of damage or destruction, provided the damaged Media is returned to Romax, the first such replacement shall be provided free of charge and any subsequent replacements shall be subject to a charge of £300 plus VAT.
 - 3.5. The Customer shall, and shall procure that its Personnel shall:
 - 3.5.1. not perform any act or make any omission which constitutes a breach of the EULA and shall at all times remain fully liable to Romax for the acts and omissions of its Personnel;
 - 3.5.2. not disclose or permit the disclosure of the Software, Documentation, Media, Licence Key and/or any copy of all or part of any of them to any third party (other than its Personnel in accordance with the terms of this Agreement);
 - 3.5.3. keep complete and accurate records of its copying (including for back-up purposes) and use of the Software (including by its Personnel), and provide such records to Romax (or its licensors) on request from time to time;
 - 3.5.4. notify Romax as soon as it becomes aware of any unauthorized use of the Software or Documentation by any person.
 - 3.6. The Customer shall permit Romax or its nominated representatives (on reasonable advance notice and during reasonable business hours) to access to any premises and equipment owned or controlled by the Customer on which the Software is being kept or used, any records kept in connection with this Agreement, in each case for the purposes of and to the extent necessary to enable Romax to verify the Customer's compliance with the terms of this Agreement.
 - 3.7. The Customer warrants that as at the date of this Agreement and during the term it has no instance or iteration of the Software in use at or installed at any of its premises or on any of its equipment or systems that is not subject to a valid Licence in respect of those premises, equipment or systems.
 - 3.8. Where the Customer uses or installs any instance or iteration of the Software other than pursuant to a valid Licence, it shall immediately notify Romax and provide details of the serial numbers of all such Software and the source of its supply.
 - 3.9. The Customer acknowledges that additional fees may be payable in the event of any change of the scope of the Licence or any unauthorized use of the Software by the Customer, its Personnel or (where such use is attributable to a breach of the Customer's obligations under this Agreement) any third party. Accordingly the Customer shall pay to Romax on demand an amount equal to the fees which Romax would have levied (in accordance with its normal commercial terms in force from time to time) in respect of such change or use with effect from the date when such change or use commenced.
 - 3.10. The Customer agrees that Romax and its Affiliates may, as part of their Product Compliance and Improvement program collect and use collect, store and use technical and other information and data in relation to the performance and use of the Software, Documentation, Licence Key and Media for the purposes of operating, providing, improving and developing products and services and preventing or investigating unauthorized use of Romax' or its Affiliates' products, services and technologies, provided that, where such data and

information contains data which identifies any individual, use of that data shall be in accordance with our privacy policy at www.romaxtech.com/privacy, as updated or amended from time to time.

- 3.11. The Customer acknowledges that it is in a better position than Romax to assess the suitability of and manage its risk in relation to use of the Software and accordingly it is exclusively responsible for:
 - 3.11.1. reviewing any Software Updates and New Releases acquired by the Customer provided as part of Support Service;
 - 3.11.2. ensuring that its Personnel are trained in the proper use and operation of the Software;
 - 3.11.3. ensuring the security, completeness and accuracy of all inputs and outputs to the Software;
 - 3.11.4. the selection, use of and results obtained from any other programs, equipment, materials or services used in conjunction with the Software.

4. Support Services

- 4.1. Romax shall provide the Support Services for the TS&U Term in respect of the Software identified as covered by the Support Services in the Front Sheet.
- 4.2. The Support Services shall comprise:
 - 4.2.1. access to a web-based support portal through which the Customer can raise, update and track support requests, as further detailed in that portal;
 - 4.2.2. escalation of Support Services requests to further lines of support, as Romax deems appropriate;
 - 4.2.3. support and assistance of the relevant Romax Regional Office (as identified in the Front Sheet) in response to Support Services requests, in accordance with its local Support Services provision arrangements and as further detailed in the Support Services portal referred to in Clause 4.2.1;
 - 4.2.4. the provision of Software Updates and New Releases (following their commercial release and in Romax' absolute discretion) and resultant updates to the Documentation.
- 4.3. The Support Services shall not include support of, and Romax shall have no obligation to provide any support in relation to, any defect in the Software or request for Support Service attributable to:
 - 4.3.1. misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by Romax), including failure or fluctuation of electrical power or connectivity;
 - 4.3.2. failure by the Customer to maintain the necessary environmental conditions for use of the Software;
 - 4.3.3. use of the Software in combination with any equipment or software not provided by Romax or not designated by Romax for use with the Software, or to any fault in any such equipment or software;
 - 4.3.4. relocation or installation of the Software by any person other than Romax or a person acting in accordance with Romax' instructions;
 - 4.3.5. any breach of the Customer's obligations under this Agreement howsoever arising;
 - 4.3.6. any maintenance operation carried out on the Software by a third party;
 - 4.3.7. use of any Software which, at the relevant time, is not installed to the most recent or previous New Release, save that access to telephone help desk and web based support portal as described in this Clause 4 shall continue in Romax' sole discretion;
 - 4.3.8. use of any version of the Software which Romax has notified the Customer it will no longer support, after the expiry of 6 months' period from that notice;
 - 4.3.9. End User operator error.

- 4.4. The Customer shall pay all costs (at Romax' then standard rates from time to time) and reasonable expenses incurred by Romax for work carried out by Romax in connection with any fault or support request which is not covered by the Support Service.
- 4.5. The Customer shall reimburse any reasonable travel or subsistence expenses incurred by Romax in the course and for the purpose of providing on-site support as part of the Support Services in accordance with Romax' invoice. Romax shall, if required by Customer, provide appropriate evidence of those expenses to the Customer.
- 4.6. The Customer acknowledges and agrees that, in respect of any Software owned by a Third Party Licensor, the technical support, maintenance and upgrade services provided by Romax as part of the Support Services are the only such services to which the Customer is entitled and, accordingly, it shall not (unless otherwise instructed by Romax) seek to contact directly any such Third Party Licensor in respect of its Licence to or technical support, maintenance or upgrade of such Software.
- 4.7. Romax may make changes to the Support Services from time to time, provided such changes do not have a material adverse effect on the Customer's business operations and shall where reasonably practical provide prior notice of such changes to the Customer.
- 4.8. In the event of expiry or termination of the Support Service, Customer may subsequently request reinstatement of the Support Services in respect of the Software which benefits from a valid and subsisting licence. Romax may, in its sole discretion, reinstate the Support Services in respect of such Software (which shall include the provision of Software Updates and New Releases provided in the period between the expiry or termination and reinstatement), subject to payment by the Customer of the fees that would have been due in respect of the Support Services from the date of expiry or termination of the Support Services to the date of reinstatement of the Support Services.

5. Payment Terms

- 5.1. The Customer shall pay all Charges set out in the Front Sheet, or, if no price is quoted, in accordance with Romax' relevant standard undiscounted commercial prices and/or rate cards in force as at the date the Service is delivered, copies of which are available on request. The Customer shall make all payments to Romax within thirty (30) days (net) of the date of Romax' invoice. Any sums not paid by Customer when due will bear interest until paid at a rate of 7% per annum above to the European Central Bank's base rate from time to time or, if lower, such maximum rate as applicable law permits.
- 5.2. The Charges are exclusive of all governmental taxes, fees, assessments and charges (including but not limited to state or local sales, value added or similar or equivalent taxes, or governmental agency charges based upon amounts payable to Romax pursuant to this Agreement) ("Taxes"), but excluding franchise taxes and taxes based on Romax' net income. The Customer agrees to pay directly to Romax, or reimburse Romax for, all applicable Taxes, or provide documentary evidence of statutory exemption.
- 5.3. The Charges stated in the Front Sheet shall be fixed for the Software Licence Term and the TS&U Term but Romax may increase the Charges payable in respect to any Renewal Term. Any increase shall be notified to the Customer at least 90 days before the expiry of the then current Software Licence Term, TS&U Term or Renewal Term, as the case may be.
- 5.4. The Customer shall pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Confidentiality

- 6.1. Except as otherwise provided in this Agreement, Romax and the Customer each agree that they will treat all confidential information of the other party communicated or supplied to the other in connection with this Agreement (in whatever medium, and whether it is inherently or is identified or would appear to a reasonable person as being confidential or proprietary in

nature), whether before or after the Effective Date, ("confidential information") in strict confidence, use it only for purposes of this Agreement and, subject to Clause 6.2, take all reasonable precautions to safeguard the other party's confidential information and protect it from disclosure to any third party and not disclose to any third party without the other party's prior written consent. In particular, the Customer shall not without Romax' prior written consent disclose any information contained in the Software, Documentation or Media to any third party and shall, and shall procure that its Personnel shall, treat all information contained in the Software, Documentation or Media as confidential information of Romax and shall not use such information for any purpose other than use of the Licence in accordance with its scope.

- 6.2. A party may disclose the other party's confidential information to:
- 6.2.1. its officers, employees, consultants, agents, contractors and other persons within its control, who need to know it for the purposes of this Agreement and who are bound by obligations of confidence no less protective of the confidential information than those set out in this Clause 6;
 - 6.2.2. the minimum extent required by any court or official authority of competent jurisdiction, provided that to the extent legally possible it gives the other party as much notice of disclosure as possible.
- 6.3. For purposes of this Clause 6, "confidential information" will not include information that is: (a) already known by the recipient party without an obligation of confidentiality to the other; (b) publicly known or becomes publicly known through no unauthorized act of the recipient party; (c) rightfully received by the recipient party from a third party without an obligation of confidentiality to the other; or (d) independently developed by the recipient party without reference to the other's confidential information.

7. Warranties

- 7.1. The Customer agrees and acknowledges that the warranties given in respect of the Software and Media are as set out in the EULA and are given by Romax UK. Romax warrants that the Support Services will be provided with reasonable skill and care.
- 7.2. Romax will use reasonable endeavours to remedy any interruption in the Services (other than planned interruptions to upgrade or maintain the Services), but does not warrant that:
- 7.2.1. the Services will be provided uninterrupted or error free; or
 - 7.2.2. that any defect identified in the Software will be fixed within a specified period of time.
- 7.3. Except as set out in Clauses 7.1 and 7.2 and the EULA, and to the maximum extent permitted by applicable law, Romax and each Third Party Licensor each accept no liability in contract, negligence or otherwise for: (i) any defect in the Software or interruption to the Services or (ii) any consequence of the Customer's reliance on the Services.
- 7.4. Save as expressly otherwise agreed, all other conditions, warranties or other terms (including as to satisfactory quality, fitness for purpose or the use of reasonable skill and care) which may be implied or incorporated in this Agreement whether by statute, common law or otherwise, are hereby excluded. Customer acknowledges and agrees that, except where it has entered into a written agreement directly with any Third Party Licensor, it has no contract with any Third Party Licensor in respect of the supply or use of any element of the Services.

8. Liability

- 8.1. Subject to Clause 8.3, Romax shall not be liable to the Customer (or any person claiming under or through the Customer), in any circumstances whatsoever, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 8.1.1. loss of profits, sales, business, or revenue;
 - 8.1.2. business interruption;
 - 8.1.3. loss of anticipated savings;

- 8.1.4. loss or corruption of data or information;
- 8.1.5. loss of business opportunity, goodwill or reputation; or
- 8.1.6. any indirect or consequential loss or damage.
- 8.2. In respect of any loss other than those set out in Clause 8.1, the total liability of Romax and its licensors (including Third Party Licensors), whether in contract, tort (including negligence), breach of statutory duty, under indemnity or otherwise and arising under or in connection with the Agreement shall in all circumstances be limited to:
 - 8.2.1. in the case of any claim relating to the Software, the Licence Fee; and
 - 8.2.2. in the case of the Support Services or any other service provided by Romax, a sum equal to the Charges paid in respect to the defective service paid to Romax in the calendar year when the liability arose;
- 8.3. Nothing in these Conditions shall exclude or limit liability of either party for:
 - 8.3.1. death or personal injury caused by its negligence (or that of its officers, employees, consultants, agents, contractors and others within its control);
 - 8.3.2. fraud or fraudulent misrepresentation;
 - 8.3.3. any other liability which may not be excluded by applicable law.
- 8.4. The Customer acknowledges that the level of the Charges reflects the allocation of risk between the parties set out in Clauses 7 and 8.

9. Indemnity

- 9.1. The Customer shall fully indemnify and hold harmless Romax against any and all costs, losses and expenses (including without limitation legal and expert fees) incurred directly or indirectly by Romax arising out of or in connection with the use or misuse of the Software, Documentation, Licence Key or Media and/or any act or omission by the Customer, its Personnel or (where such use is attributable to a breach of the Customer's obligations under this Agreement) any third party.

10. Termination:

- 10.1. Either Party may terminate this Agreement or any of the Services by giving not less than 90 days' notice to the other, provided that:
 - 10.1.1. termination by either party under this Clause 10.1 shall be without prejudice to the continuance of any Licence which is perpetual in nature provided that such Licence shall be limited to the version of the Software in the Customer's possession or control as at the date of termination (and Romax shall have no obligation to provide further Software Updates or New Releases to the Customer in respect of such Software) and in this event Clauses 10.3.1 and 10.3.2 shall not apply;
 - 10.1.2. where the Customer is the terminating party, Romax shall have no obligation to refund the Customer the whole or any part of the Charges (including any sums paid in respect of any Support Services not delivered as at the date of termination).
- 10.2. Romax may terminate this Agreement with immediate effect by giving the Customer written notice of termination:
 - (a) if the Customer commits a breach of this Agreement and, where capable of remedy, fails to remedy such breach within fourteen (14) days' of Romax notice requiring it to do so;
 - (b) if Customer fails to pay Romax any Charges when due and fails to cure such non-payment within ten (10) days Romax' written notice of non-payment;
 - (c) if the Customer becomes Insolvent.
- 10.3. Romax may terminate the Support Services on 5 days' written notice to the Customer where the Customer seeks to apply the Support Services to any Software not covered by them.
- 10.4. Termination or expiry of this Agreement howsoever arising shall be without prejudice to any right of action or remedy accruing to either or any party prior to the date of termination or expiry of this Agreement.

- 10.5. Save as provided in Clause 10.1.1, upon termination or expiry of this Agreement howsoever arising:
- 10.5.1. any sum due to Romax under this Agreement shall become immediately payable;
 - 10.5.2. all rights of the Customer in and to the Services (including the Software) shall cease;
 - 10.5.3. the Customer shall immediately delete or remove the Software from all computer equipment in its possession, custody or under its control and immediately destroy or return to Romax (at Romax' option) the Licence Key, Media and all copies of the Software and Documentation then in its possession, custody or control (in whatever media or format) and, in the case of destruction, certify to Romax that it has done so. Continued possession of any of the foregoing by the Customer after termination or expiry does not imply the grant or extension of any licence of the Software or Documentation by Romax to the Customer. If the Customer fails to return any Licence Key or Media to Romax after termination or expiry of this Agreement, the Customer shall pay in full to Romax the price applicable to all Software to which that Licence Key or Media relates, calculated in accordance with Romax' relevant standard undiscounted commercial prices and/or rate cards in force as at the date of termination or expiry.
 - 10.5.4. the provisions of Clauses 1, 5, 6, 7, 8, 10.3, 10.4, 12, 13, 15 to 21 inclusive shall survive any termination of this Agreement.
- 10.6. If after termination or expiry of the Agreement, the parties agree that Romax shall continue to supply any further services in respect of the Romax software to the Customer, the use and provision of those services will be subject to these Conditions and any relevant EULA save that: (i) the Customer shall pay for those services at the Romax' prevailing standard undiscounted commercial rates at the time of delivery; and (ii) Romax shall be entitled to terminate the Services at any time with immediate effect by giving the Customer written notice.

11. Suspension for Non-Payment:

- 11.1. Romax may at any time suspend its obligations under this Agreement on written notice to Customer (setting forth the date in which such suspension will be effective), if:
- 11.1.1. Customer fails to pay to Romax any Charges when due and fails to cure such non-payment within five (5) days of Romax' written notice of non-payment; or
 - 11.1.2. any of the events set out in Clause 10.2 apply.
- 11.2. The Customer acknowledges that at the end of the Software Licence Term and/or if the Customer fails to pay the Charges in respect of the Licence when due:
- 11.2.1. the Licence Key contains an enforcement mechanism which means that it will, or may, automatically "time out", lock and cease to operate;
 - 11.2.2. access to any element of the Software provided via Romax' hosted systems will be suspended; and
 - 11.2.3. the Documentation will, or may, become inaccessible.

12. Group rights

- 12.1. The Customer may from time to time permit its Licensed Affiliates (and solely for so long as they remain Affiliates of the Customer) to use the Services for the benefit of the Customer (and for no other purpose whatsoever) and at all times in accordance with the terms of this Agreement. No party not specifically named in the Front Sheet may otherwise use the Services without the prior written consent of Romax.
- 12.2. Any act or omission of any Personnel or any Affiliate of the Customer (or its officers, employees, consultants, agents, contractors and other persons within their control) shall, for the purposes of the Agreement, be deemed to be an act or omission of the Customer, for which the Customer shall remain fully liable.
- 12.3. The Customer shall indemnify Romax, each Romax Affiliate and Third Party Licensors (and each of their officers, employees, consultants, agents, contractors and other persons under their

control) from and against all costs, losses, damages and reasonable expenses suffered or incurred by any of them (or their respective officers, employees, consultants, agents, contractors and other persons under their control) arising out of or in connection with use of the Services by the Customer's Affiliates or its Personnel.

13. Governing Law and Disputes:

- 13.1. This Agreement 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) ("dispute"), shall be governed by, and construed in accordance with the law of England and Wales.
- 13.2. The parties shall endeavour in good faith to resolve and settle any dispute arising out of this Agreement through informal negotiation by their designated representatives. If no settlement can be reached between the parties within thirty (30) days of notice of one party to the other of the dispute, then:
 - 13.2.1. if the place of performance of the Agreement is the UK or within the European Community (EU), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute; or
 - 13.2.2. if the place of performance of the Agreement is outside the UK and the EU, any dispute arising shall be submitted to and finally resolved by arbitration and the language of the arbitration proceedings shall be English.
- 13.3. Subject to Clause 13.4, any arbitration shall be under the rules of the International Court of Arbitration of the International Chamber of Commerce and the seat shall be:
 - 13.3.1. London, where the place of performance of the Agreement is the USA;
 - 13.3.2. Hong Kong, where the place of performance of the Agreement is PRC.
- 13.4. Where the place of performance of the Agreement is not in the UK, EU, USA or PRC, the arbitration shall be under the rules of the Singapore International Arbitration Centre and the seat of the arbitration shall be Singapore.
- 13.5. Subject to Clause 20 in the first instance, each party shall pay one-half of the costs and expenses of the arbitrators and all of its own costs in connection with the arbitration. Any proceedings brought under or in connection with this Agreement shall be brought within two years of the cause of action arising.

14. Force Majeure

- 14.1. Each party will be excused from the performance of its obligations under this Agreement (other than payment obligations) for any period and to the extent that it is prevented from performing, in whole or in part, as a result of delays caused by the other or any act of God, civil disturbance, court order, labour dispute (other than a one affecting its own workforce), third party non-performance, or other cause beyond its reasonable control and such non-performance will not be a default hereunder or grounds for termination hereof.

15. Notices

- 15.1. Any notice under this Agreement will be deemed to be given when delivered by hand, or when sent by a recognised overnight courier service or mailed by registered or certified mail, first class postage prepaid and in either case, addressed to the recipient party at the address set forth below. Either party may from time to time change its notification address by giving the other written notice of the new address.
- 15.2. If to Romax: to the Address specified on the Front Sheet, for the attention of the Finance Director with a copy to Romax UK (at Romax Technology Centre, University of Nottingham Innovation Park, Triumph Road, Nottingham NG7 2TU, for the attention of the Finance Director).
- 15.3. If to Customer: to the Address specified on the Front Sheet.

16. Export Control

- 16.1. Customer shall not export, directly or indirectly, any technical data acquired under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

17. Binding Nature and Assignment

- 17.1. This Agreement will be binding on the parties hereto and their respective successors and permitted assigns.
- 17.2. Save as permitted by Clause 12, the Customer shall not at any time sub-license, assign, novate, subcontract, charge or deal in any other manner with any of its rights or obligations under this Agreement with Romax' prior written consent.
- 17.3. Romax may at any time sub-license, assign, novate, subcontract, charge or deal in any other manner with any or all of its rights and obligations under this Agreement.

18. Severability

- 18.1. If any provision of this Agreement is declared or found to be illegal, unenforceable or invalid under any applicable statute or rule of law, such provision shall be deemed to be deleted from this Agreement. The remaining provisions of this Agreement shall continue in full force and effect.

19. Miscellaneous

- 19.1. The Customer grants the right to Romax (with rights to sublicense to Romax UK) to use the Customer's corporate name and logo in its promotional and marketing materials. Romax and Romax UK may each refer to the Customer as being a client of them in customer reference lists and sales presentations, but shall not refer to the Customer in any advertising or press release without prior consent of the Customer.

20. Legal Fees

- 20.1. If any legal action or other proceeding is brought for the enforcement of an arbitration award pursuant to this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

21. General

- 21.1. This Agreement constitute the entire Agreement between Romax and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements, proposal documents, understandings or arrangements between the parties relating to the subject matter and the Customer's purchasing terms and conditions which shall not in any way, modify, vary or otherwise supplement the terms of this Agreement.. There are no understandings or agreements relative to the subject matter of this Agreement that are not fully expressed herein and the Customer agrees that, in entering in this Agreement, it did not rely on any representations (whether written or oral) of any kind other than those expressly set out in the Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) Romax shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.
- 21.2. All dates agreed or stated shall be treated as approximate only. Romax shall take commercially reasonable steps to provide the Services by any estimated date or any date specified in the

- Front Sheet, but shall not be liable for any loss or damage arising from any failure to meet those dates or delivery beyond these approximate dates.
- 21.3. This Agreement may consist of a number of counterparts, each signed by one or more parties to the Agreement. If there are a number of signed counterparts they are treated as making up the one document. An email transmission of an executed counterpart of this Agreement will be taken to be sufficient evidence of execution of this Agreement by each party, and, without limitation, the parties will be bound by all the terms in this Agreement once a counterpart of this Agreement has been signed by each party and transmitted to each other party. Each party will upon the request of the other party subsequently provide an original counterpart of this Agreement executed by that party to each other party.
- 21.4. Failure or delay by either party to exercise any right or remedy under this Agreement, shall not be deemed to be a waiver of that right or remedy or prevent it from exercising that or any other right or remedy on that occasion or any other occasion
- 21.5. No change may be made to this Agreement except in writing in the English language signed by the duly authorised representatives of both parties.
- 21.6. Romax, Romax UK, Romax Affiliates and any Third Party Licensors, may enforce the terms of this Agreement subject to and in accordance the Contracts (Rights of Third Parties) Act 1999. In particular, the parties agree that the terms of this Agreement are intended to confer on each of Romax, Romax UK, Romax Affiliates and Third Party Licensors the benefit of the exclusions and limitations of liability set out in Clauses 3, 7 and 8 (provided that Romax shall owe no duty to such third parties to enforce such rights and it may conduct or settle any relevant proceedings as it sees fit). Except as provided in this Clause 21.6 a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 21.7. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.