

Romax Terms & Conditions of Software and Support Services (Version September 2015)
("Conditions")

This Schedule A applies to all Services provided by the Supplier to the Licensee

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 the Supplier and the Licensee comprising the Front Sheet and these Conditions. Where Romax is not the direct supplier of the Software to the Licensee, it nevertheless remains party to the Agreement;

"Charges" means any and all fees and charges payable under the Agreement including the License Fee and Support Service Fee 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;

"Documentation" means the user documentation including technical documentation program specification and operations manual] in any form or media as delivered with the Software by the Supplier in connection with the Software;

"Effective Date" means the Effective Date indicated on the Front Sheet;

"End User" means (i) an employee of the Licensee or (ii) an individual contractor providing services to the Licensee at the Licensee's premises, either of them designated as using the Software for the benefit of the Licensee;

"Front Sheet" means the front sheet to the Agreement executed on behalf of Supplier, Romax and the Licensee setting out the Services and which incorporates these Conditions;

"Initial Term" means the initial term as specified on the Front Sheet;

"Intellectual Property Rights" means patents, trademarks, trade and service names, copyrights and database rights and design rights (whether or not any of them are 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 (i) entering into liquidation otherwise for reconstruction or amalgamation where the emerging company assumes the liquidating company's obligations; (ii) compounding with creditors or having an administrator, administrative receiver, receiver or other encumbrancer appointed over all or any part of its assets; (iii) ceasing to conduct business in the normal manner; or (iv) threatening or resolving to do any of the above, or (v) taking or suffering any similar action in consequence of debt;

"License Level" means the license level granted to the Licensee by Romax as stated in the Front Sheet;

"New Release" any new release or new version of the Software which from time to time is publically marketed and offered for provision by the Supplier 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;

"Renewal Term" means the renewal term as specified on the Front Sheet;

"Romax" 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 is 2345696.

"Services" means the Software and or the Support Service as provided by the Supplier to the Licensee each as identified in the Front Sheet and any other service provided by the Supplier to the Licensee pursuant to the Agreement;

"Software" means the Romax computer software as specified in the Front Sheet or otherwise including any Software Updates and New Release provided under the Agreement;

"Software License Term" means the license term for use of the Software as specified in the Front Sheet;

"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;

"Supplier" means Romax unless the Romax regional entity or a third party authorized distributor is named as the Supplier on the Front Sheet, in which event the Supplier shall be the named Romax regional entity or third party distributor (as the case may be);

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

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 Schedule A, defined terms will have the meaning given to them in the other Schedules to these Conditions, or the Front Sheet.

1.2.5 The headings will not affect the interpretation of these Conditions;

2. Term and Termination

2.1 The Agreement will come into force on the date the Front Sheet is executed by all parties with effect from the Effective Date and the Licensee and shall, subject to Clause 9 continue for the Initial Term and successive Renewal Terms. The Licensee and the Supplier may terminate the Agreement or any of the Services by giving not less than 90 days' notice to the other, such notice to expire on the last day of the Initial Term, or if applicable, the then current Renewal Term.

3. License Grant and Intellectual Property Rights

3.1 Romax hereby grants to the Licensee, for the Software License Term, a license for the Licensee in respect to the Software (and to the extent applicable to any part of the Software) to use one (1) copy of the Software only to (a) provide access to the Software and the Documentation to Licensee's End User in accordance with the License Level for the Software; (b) use the Software for the Licensee's internal business purposes and for the avoidance of doubt to use any APIs included with the Software to create applications for use solely in connection with its permitted use of the Software for its own internal business purposes; and (c) make back-up copies for its lawful use, on condition that the Licensee shall record the number and location of all copies of the Software and take steps to prevent unauthorized copying.

3.2 The Licensee acknowledges that all Intellectual Property Rights in the Software and the Documentation are the property of Romax or Third Party Licensors.

3.3 Except as specifically granted in Clause 3.1, the Licensee shall have no right or license in respect of the Software.

3.4 No title to or ownership of Intellectual Property Rights in the Software and/or the Documentation, shall be transferred to the Licensee under this Agreement.

3.5 Property in the Documentation and the program disks and the hardware key supplied to the Licensee shall remain the property of the Supplier.

- 3.6 The Licensee shall not and shall procure that its End Users, officers, employees, consultants, agents, contractors and others within its control shall not:-
- 3.6.1 except as permitted by mandatory rules of law which cannot be dissapplied by contract, copy, decompile, reverse engineer, translate, modify, alter or create derivative works from the Software or the Documentation or reduce the Software by any other means to a human-perceivable form or use any information provided by the Supplier or otherwise gained as part of any lawful reduction, create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it;
 - 3.6.2 use or install the Software or any part other than in accordance with the License Level without the prior consent of the Supplier, and the Licensee acknowledges that additional fees may be payable on any change of use approved by the Supplier;
 - 3.6.3 copy all or any part of the Documentation or merge all or part of the Documentation into any other document or create derivative works based upon all or part of the Documentation;
 - 3.6.4 make or use any backup or archival copy of the Software for any purpose other than to replace the original licensed copy in the event that the original licensed copy is destroyed or becomes defective and then only with the proper inclusion of all copyright or other proprietary notices of Romax and its Third Party Licensors contained on such Software and Documentation;
 - 3.6.5 unbundle the component parts or add-in modules, if any, of the Software for use on different computers, or attempt to use any such component parts or modules separately from its use of the Software;
 - 3.6.6 (a) sublicense, assign or novate the benefit or the burden of the licenses granted under this Agreement;
(b) allow the Software to become the subject of any charge, lien or encumbrance; and
(c) deal in any other manner with any of its rights and obligations under this Agreement.
 - 3.6.7 permit the Documentation, the Software, the software key and/or any copy of all or part of the forgoing to be disclosed to or used by any third party other than the End Users who are bound by confidentiality obligations equivalent to those set out in Clause 5;
 - 3.6.8 sell, transfer, lend or otherwise make available, or disclose to any other person or entity the Software or Documentation or any application created by the Licensee with the use of the APIs (including via an application service provider (ASP), service bureau or timeshare arrangement) other than to End Users or use or permit the Software to be used to provide design services to third parties or for any purpose restricted in the Front Sheet; and/or
 - 3.6.9 remove, tamper with or circumvent any software or hardware provided with the Software, which is used to ensure or monitor compliance with the License Level;
- 3.7 The Licensee shall:
- (a) keep complete and accurate record of the Licensee's copying and use by the End Users, and produce such record to the Supplier on request from time to time;
 - (b) notify the Supplier as soon as it becomes aware of any unauthorized use of the Software by any person;
 - (c) pay, for broadening the scope of the licenses granted under this Agreement to cover the unauthorized use, an amount equal to the fees which Romax would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorized use on the date when such use commenced.

- 3.8 The Licensee shall permit Romax, or its nominated representatives to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this Agreement, in each case necessary for the purposes of verifying that the Licensee is complying to the terms of this Agreement, provided that Romax provides reasonable advance notice to the Licensee of such inspections, which shall take place at reasonable times. This access will be limited to the purposes of verifying that the Software is being used in accordance with this Agreement.
- 3.9 Risk in any tangible media on which the Software is delivered shall pass on delivery. All dates agreed or stated shall be treated as approximate only. The Supplier shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond these approximate dates.
- 3.10 The Licensee warrants on the date hereof and continuously during the term of this Agreement that it has no Software or any earlier or subsequent release used or installed at any of its sites or premises that is not subject to a subsisting and continuing license agreement with Romax for use or installation at those sites or premises.
- 3.11 The Licensee shall immediately, in the event it shall use or install any Software or earlier or subsequent release of the Software, and also upon the request of Romax from time to time, notify Licensor, with the details of the serial numbers of all Software or earlier or subsequent releases of the Software installed or used at the Licensee's site and the source of supply, including for the avoidance of doubt the details of the Software licensed under this Agreement.
- 3.12 The Licensee agrees that Romax and its Affiliates may as part of its Product Compliance and Improvement program collect and use technical information, data and related information about the Licensee's computer system in relation to the use of the Software and or Enforcement Mechanism. Romax and or its Affiliates may store and use this information, provided it is in a form that does not personally identify any individual, to operate, provide, improve, and develop Romax's products, services and technologies, to prevent or investigate fraudulent, non-compliant or inappropriate use of Romax products, services, and technologies.
- 3.13 The Licensee may from time to time permit its Affiliates named on the Front Sheet and (solely for so long as they remain Affiliates for the benefit of the Licensee and for no other purpose whatsoever) to use the Services. No other third party may use the Services without the prior written consent of Supplier or as the case may be Romax. The Licensee agrees that the terms and conditions of the Agreement will apply equally to each such Affiliate as to the Licensee (other than those terms relating to payment obligations and this Clause 3.13) and the Licensee will procure that each End User and each Affiliate complies with all those terms and conditions and shall indemnify Romax, Supplier and its employees and agents (and shall pay such sums to Romax as shall indemnify Romax, each Romax Affiliate and each Third Party Licensor) against all costs, losses, damages and reasonable expenses suffered or incurred by Romax any Romax Affiliate and/or any Third Party Licensor arising out of or in connection with each End Users or Affiliate's use of the Services.

4. Payment Terms

- 4.1 The Licensee shall pay all Charges. Payment terms are net thirty (30) days from the date of invoice. Any amount not paid when due will bear interest until paid at a rate of interest equal to the European Central Bank rate plus 7% per annum, or, if less such other maximum rate as the law shall allow.
- 4.2 Prices are exclusive of all governmental taxes, fees assessments or charges including but not limited to state or local sales, value added or similar taxes, or governmental agency charges based upon amounts payable to the Supplier pursuant to this Agreement ("Taxes"), exclusive of franchise taxes or taxes based on the Licensors net income. The Licensee agrees to pay directly, or

reimburse the Supplier for all applicable Taxes, or provide documentary evidence of statutory exemption

- 4.3 The Supplier may increase the Charges payable in respect to any Renewal Term. Any increase shall be notified to the Licensee at least 90 days before the expiry of the then current Initial Term or Renewal Term.
- 4.4 All amounts due under this Agreement shall be paid by the Licensee in full without any set-off, counterclaim, deduction or withholding other than any deduction or withholding of tax as required by law).

5. Confidentiality

- 5.1 Except as otherwise provided in this Agreement, the Supplier and Licensee each agree that all information of one party communicated or supplied to the other in connection with this Agreement, whether before or after the Effective Date, ("confidential information") will be received in strict confidence, will be used only for purposes of this Agreement and except as otherwise provided in this Agreement, will not be disclosed by the recipient party without the prior written consent of the other. Each party will take all reasonable precautions to prevent the disclosure to other parties of such information, including without limitation the terms of this Agreement, except as is required by legal, accounting or regulatory requirements beyond the reasonable control of the recipient party.
- 5.2 The Licensee shall not (without the prior written consent of the Supplier) disclose any information contained in the Software or the Documentation to any third party.
- 5.3 The Licensee shall, and shall procure that its officers, employees, agents and contractors shall, keep all information contained in the Documentation strictly confidential and shall not use such information for any purpose other than to assist with the Licensee's use of the Software in accordance with the provisions of this Agreement.
- 5.4 For purposes of this Clause 5, "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 use of the other's confidential information.

6. Warranty in respect to the Software

- 6.1 The Supplier warrants to the Licensee that the Software will conform in all material respects to the Documentation for a period of 90 days from the Effective Date (Warranty Period). If, within the Warranty Period, the Licensee notifies the Supplier in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Documentation, and such defect or fault does not result from the Licensee, or anyone acting on its behalf, having amended the Software or used it outside the terms of this Agreement for a purpose or context other than the purpose or in a context for which it was designed or in combination with any other software not provided by the Supplier, or has not been loaded on to Supplier specified or suitably configured equipment, the Supplier shall, at the Supplier's option, do one of the following:
 - (a) repair the Software;
 - (b) replace the Software; or
 - (c) terminate the Agreement immediately by notice in writing and refund all of the License Fees in respect to the Software paid to the Supplier by the Licensee under this Agreement as at the date of termination.

Provided that the Licensee provides all the information that may be necessary to assist the Supplier in resolving the defect or default, including a documented example of the defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.

- 6.2 The Supplier warrants that it will use reasonable efforts to remedy any interruption in the Software other than planned interruptions to upgrade or maintain the Software, but does not warrant that the Software will be uninterrupted or error free;
- 6.3 The Licensee accepts the responsibility of the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Licensee. Without limiting the generality of the foregoing, the Software is intended to assist only with product design and specifically is not a substitute for independent engineering judgment and testing by the Licensee of the reliability and accuracy of any output from the Software. The Software may not have been tested in any or all situations under which it may be used by the Licensee and accordingly the Supplier shall not be liable for the results obtained through use of the Software. The Licensee shall be responsible for the adequacy of its independent procedures for testing items or processes designed with the assistance of the Software.
- 6.4 Except as set out in Clause 6.1 and 6.2 and to the maximum extent permitted by applicable laws, the Supplier, Romax each Romax Affiliate, each Third Party Licensor accepts no liability in contract negligence or otherwise for (i) any error or omission to the Software, (ii) for the consequence of reliance in the Software nor (iii) for any interruption in the Software.
- 6.5 Save as expressly agreed, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated in this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care. Licensee 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 Software or Documentation.

7. Disclaimers, Limitations of Liability

- 7.1 Except as expressly stated in Clause 7.2:
 - (a) The Supplier shall not be liable for any losses or damages which may be suffered by the Licensee or any person claiming under or through the Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and any of the following categories:
 - (i) special damage even if the Supplier were aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity;
 - (v) loss of good will;
 - (vi) loss or corruption of data;provided that Clause 7.1(b) shall not prevent claims for loss of or damage to the Licensee's tangible property that fall within the terms of Clause 7.1(b) or any other claims for direct financial loss that are not excluded by any categories (i) to (vi) inclusive of this Clause 7.1 (a).
 - (b) The total liability of the Supplier, whether in contract, tort (including negligence) by way of indemnity or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the Charges in respect to the defective service paid to the Supplier in the calendar year when the liability arose;

- (c) The Licensee agrees that, in entering in this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person 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) the Supplier shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.
- 7.2 The exclusions in Clause 7.5 and Clause 7.1 shall apply to the fullest extent permissible at law but Supplier does not exclude or limit liability for:
- (a) death or personal injury caused by the negligence of the Supplier, its officers, employees contractors or agents;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the obligations implied by section 12 of the Sale of Goods Act or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any other liability which may not be excluded by law.
- 7.3 The Supplier shall take commercially reasonable steps to provide the Software by any estimated date or, if different any date specified in the Front Sheet, but shall not be liable for failure to meet that date.
- 7.4 All references to "the Supplier" in Clause 7 and 8 inclusive for the purposes of Clauses 7, 8 and Clause 20.6 shall be treated as including (i) all employees and subcontractors of the Supplier, Romax and Romax's Affiliates all or whom shall have the benefit of the exclusions and limitations of liability set out in this Clause 7 in accordance with Clause 20.6 and (ii) Romax.
- 7.5 The Licensee acknowledges that:
- (a) it is exclusively responsible for:
 - (i) reviewing any Software Updates and New Releases acquired by the Licensee provided as part of Software Support, where applicable;
 - (ii) ensuring that the staff of the Licensee are trained in the proper use and operation of the Software;
 - (iii) ensuring the security, completeness and accuracy of all inputs and outputs;
 - (iv) making regular backup copies of its data to ensure recovery of its data if the Software malfunctions; and
 - (v) the selection, use of and results obtained from any other programs, equipment, materials or services used in conjunction with the Software;
 - (b) the level of the Charges reflects the allocation of risk between the parties set out in Clause 5 and Clause 6; and
 - (c) it is in a better position than the Supplier to assess and manage its risk in relation to use of the Software.

8. Indemnity

- 8.1 The Licensee shall fully indemnify and hold harmless the Supplier against any and all costs, losses and expenses (including without limitation legal and expert fees) incurred directly or indirectly by Supplier arising out of or in connection with the (i) use or misuse of the Software and/or the Documentation provided pursuant to this Agreement; and/or any act or omission by the Licensee relating to Software and/or the Documentation (ii) breach of this Agreement.

9. Termination:

- 9.1 The Supplier and or Romax may terminate this Agreement with immediate effect by giving the Licensee written notice of termination

- (a) if the Licensee breaches any of the provisions of this Agreement.
 - (b) if Licensee fails to pay Supplier any amount when due and payable hereunder and fails to cure such non-payment within ten (10) days after receipt of written notice thereof,
 - (c) if the Licensee becomes Insolvent or is unable to pay its debts when due;
- 9.2 Termination 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 of this Agreement.
- 9.3 Upon termination of this Agreement howsoever arising save as provided under Clause 9.4
- 9.3.1 All rights and license in respect of the Software and all other Services and/or the Documentation under this Agreement shall cease;
 - 9.3.2 the Licensee shall forthwith deliver up to the Licensor the hardware key, the Software and the Documentation and all copies of each in whatever media and whatever format in the Licensee's possession and/or control;
 - 9.3.3 the Licensee shall confirm in writing signed by a director or other senior officer of the Licensee and delivered to Romax, that the Documentation and the Software and all copies of each in whatever media and whatever format in the possession and/or control of the Licensee at termination of the Agreement have been delivered up to the Supplier and all other copies of the Software and the Documentation in the possession or control of the Licensee have been permanently deleted or destroyed.
 - 9.3.4 the provisions of Clauses 1, 5, 6, 7, 8, 9.3, 9.4, 11, 12, 14, 15, 16, 17, 19 and 20 shall survive any termination of this Agreement.
- 9.4 Termination of this Agreement under Clause 2.1 by either party shall be without prejudice to the continuance of any perpetual license in respect to the Software and the Documentation granted under Clause 3.1 and in which event Clauses 9.3.1, 9.3.2 and 9.3.3 shall not apply:-
- 9.5 If after cancellation or termination or expiry of the Agreement, the parties agree that that the Supplier shall continue to supply the Services to the Licensee, all the terms of the Agreement shall continue to apply to the use and provision of the Services save that (i) the Charges will be at the standard Supplier rates applicable to such use; and (ii) Supplier shall be entitled to terminate the Services at any time with immediate effect by giving the Licensee written notice.

10. Suspension for Non-Payment:

- 10.1 Supplier may suspend its obligations under this Agreement by written notice to Licensee setting forth the date in which such suspension will be effective, if Licensee fails to pay Supplier any amount when due and payable hereunder and fails to cure such non-payment within five (5) days after receipt of written notice thereof or if any of the events set out in Clause 9.1 apply, Supplier may suspend its obligations under this Agreement by written notice to Licensee setting forth the date in which such suspension will be effective

11. Hardware Lock and Software Keys

- 11.1 When a hardware lock or a software key (collectively "Enforcement Mechanism") is supplied with the Software this Enforcement Mechanism remains the property of the Supplier. The Licensee shall safeguard the Enforcement Mechanism against loss, theft or destruction. If the Enforcement Mechanism is found to be faulty, the original must be returned by secure means to the Supplier for replacement.
- 11.2 The Enforcement Mechanism or any supplied equipment shall be returned to the Supplier within twenty-eight (28) days if when all entitlements of the Licensee to use the Software have terminated or expired.

- 11.3 If the Licensee fails to return the Enforcement Mechanism or any supplied equipment safely to the Supplier unless other arrangements are agreed in writing, the Licensee will be charged the price for all software as detailed in the Front Sheet.
- 11.4 If the Enforcement Mechanism is lost by the Licensee then the Licensee shall be charged the replacement charge equal to the Software as stated on the Front Sheet
- 11.5 If the Licensee requests replacement of the Enforcement Mechanism then the following conditions shall apply. The first replacement shall be free of charge on the condition that the original Enforcement Mechanism is returned to the Supplier. Except in the case of loss, subsequent requests for replacement of the Enforcement Mechanism shall incur a charge of £300.
- 11.6 Possession of a valid Enforcement Mechanism by the Licensee does not imply the granting or subsistence of a continuing license by the Supplier to the Licensee.

12. Governing Law and Disputes:

- 12.1 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) ("any dispute"), shall be governed by, and construed in accordance with the law of England and Wales.
- 12.2 Any dispute arising out of this Agreement shall be settled through amicable negotiation. If no settlement can be reached between both parties, then (a) Where the Agreement is to be performed in the European Community (EU), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute; (b) Where the Agreement is to be performed outside the EU, any dispute arising may be submitted to and finally resolved by arbitration.
- (i) The arbitration shall be under the rules of the International Court of Arbitration of the International Chamber of Commerce and the seat shall be (a) London, where the Agreement is for performance in the USA; (b) Hong Kong, where the Agreement is for performance in the People's Republic of China ("PRC").
- (ii) Where the Agreement is to be performed outside EU, USA and PRC, the arbitration shall be under the rules of the Singapore International Arbitration Centre and the seat of the arbitration shall be Singapore. 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 and the language of the arbitration proceedings shall be English. Any proceedings brought under this Agreement shall be brought within two years of the cause of action arising.

13. Force Majeure

- 13.1 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, 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.

14. Notices

- 14.1 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.

If to Romax: Chief Financial Officer, Romax Technology Limited, Romax Technology Centre, University of Nottingham Innovation Park, Triumph Road, Nottingham, NG7 2TU

If to Supplier: to the Address specified on the Front Sheet, for the attention of the Finance Director.

If to Licensee: to the Address specified on the Front Sheet.

15. Export Control

15.1 Licensee 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.

16. Binding Nature and Assignment

16.1 This Agreement will be binding on the parties hereto and their respective successors and permitted assigns. The Supplier 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, provided that it gives written notice to the Licensee.

17. Severability

17.1 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.

18. Miscellaneous

18.1 The Licensee grants the right to the Supplier to use the Licensees Name and Logo in promotional and marketing materials. The Supplier may refer to the Licensee as being a client of the Supplier in customer reference lists and sales presentations, but shall not refer to the Licensee in any advertising or press release without prior consent of the Licensee,

19. Legal Fees

19.1 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

20. General

20.1 This Agreement constitute the entire Agreement between the Supplier, Romax and Licensee 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. There are no understandings or agreements relative to the subject matter of this Agreement that are not fully expressed herein and no change, waiver or discharge of this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

20.2 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 and conditions 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.

- 20.3 This Agreement may be amended only by an amendment in writing signed by the parties. The Licensee's purchasing terms and conditions shall not in any way supersede, modify, vary or otherwise supplement the terms of this Agreement.
- 20.4 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
- 20.5 No change may be made to this Agreement except in writing in the English language signed by the duly authorised representatives of both parties.
- 20.5.1 The Supplier, Third Party Licensors, Romax and any of its Affiliates may enforce the terms of this Agreement subject to and in accordance with this Clause 20, this Agreement and the Contracts (Rights of Third Parties) Act 1999.
- 20.5.2 It is agreed that it is intended to confer a benefit on the Supplier, Third Party Licensors, Romax, and its Affiliates, and by extending to them the benefit of the exclusions and limitations of liability set out in Clauses 3, 6 and 7, provided that the rights of Romax, and such Affiliates, and Third Party Licensors under this Agreement shall only be enforceable by the Licensee on their behalf. The Supplier will owe no duty to them to enforce such rights and it may conduct or compromise any relevant proceedings as it sees fit.
- 20.5.3 Except as provided in this Clause 20.6 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, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 20.5.4 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.

SCHEDULE B

This Schedule B applies to the Technical Support and Upgrade Service ("Support Service") if specified in the Front Sheet to be provided by the Supplier to the Licensee.

1. In this Schedule B, the following definitions apply:

- 1.1 Standard Support Hours: 9.00 to 5.30 pm Monday to Friday based on the local time of the Supplier, except on Supplier observed Public Holiday
- 1.2 In relation to the Support Service, it shall comprise:
 - 1.2.1 a telephone help desk during the Standard Support Hours to provide first-line technical support to users of the Software;
 - 1.2.2 Web based Support Portal which allows the Licensee to log and track Support Requests electronically;
 - 1.2.3 Following commercial release in the absolute discretion of the Supplier, issue Software Updates and New Releases and the Documentation in relation to any such New Release;
- 1.3 The Supplier may, on prior notice to the Licensee, make changes to the Support Service, provided such changes do not have a material adverse effect on the Licensee's business operations.
- 1.4 The Supplier shall have no obligation to provide the Support Service in the event of:
 - 1.4.1 misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by the Supplier), including failure or fluctuation of electrical power;
 - 1.4.2 failure to maintain the necessary environmental conditions for use of the Software.
 - 1.4.3 use of the Software in combination with any equipment or software not provided by the Supplier or not designated by the Supplier for use with any Software Release forming part of the Software, or any fault in any such equipment or software;
 - 1.4.4 relocation or installation of the Software by any person other than the Supplier or a person acting under the Supplier's instructions;
 - 1.4.5 any breach of the Licensee's obligations under this Agreement howsoever arising or having the Software maintained by a third party;
 - 1.4.6 any Software which, at the time of reference, is not installed to the current or penultimate Software Release, save that access to telephone help desk and web based support portal as described in this Schedule B shall continue at the Licensors's option;
 - 1.4.7 any Software installed to a particular Software Release following the expiry of 6 months' notice of termination from the Supplier of the Suppliers obligation to support that Software Release.
 - 1.4.8 End User operator error.
- 1.5 The Licensee shall pay all costs (at the Supplier's then prevailing rates) and reasonable expenses incurred by the Supplier for work carried out by the Supplier in connection with any fault which is not covered by this Agreement.
- 1.6 The Licensee shall reimburse any reasonable travel or subsistence expenses incurred by the Supplier where such expenses are incurred wholly and exclusively for the purpose of providing on-site support as part of the Services, provided that any request for reimbursement is in the form of a proper invoice accompanied by appropriate receipts.
- 1.7 No representation or warranty is given that all or any particular faults will be fixed in respect to the Software, or will be fixed within a specified period of time. The Supplier warrants that it will

use reasonable efforts to remedy any interruption to the Support Services other than planned interruptions to upgrade or maintain the Support Service but does not warrant that the Support Service will be uninterrupted or error free;

- 1.8 The Support Service must be applied by the Licensee only to the Software identified in the Front Sheet.
- 1.9 The Supplier may terminate its obligations upon giving 5 days written notice to the Licensee in the event of any breach of the Licensee's obligations under Clause 1.8 of this Schedule B.
- 1.10 In the event of termination of the Support Service, Licensee may subsequently request (without obligation upon the Supplier to provide) reinstatement of the Support Services in respect of the Software provided reinstatement is activated for all subsisting licenses for the Software, (and in respect to subsisting licenses for earlier or subsequent releases of the Software installed or used at the Licensee's site) in force between Licensee and Romax, and providing Licensee pays all fees that would have been due in respect of the Support Services from the date of termination of the Support Services to the date of reinstatement of such Support Services.

These Conditions shall impose no obligation upon the Supplier or Licensor to supply, or Licensee to pay or take any particular Services unless and until incorporated in a Front Sheet and executed by Supplier and Licensee. The Front Sheet shall set out the applicable Services, Charges and Effective Date.