

SOFTWARE LICENCE AGREEMENT

1. SOFTWARE LICENCE

1.1. This agreement sets forth the terms and conditions of the licence granted by the Licensor to the Licensee with respect to the Software.

1.2. The licence is granted from START DATE to TERM END DATE. The licence is automatically renewed each year thereafter for an additional term of one year, provided that the Licensee pays the licence fee set forth in Schedule 1 on or before the anniversary date of execution of this agreement.

1.3. The scope of the licence may be altered by mutual agreement of the parties in the event that the Licensee requires additional concurrent users and/or modules. Any alterations must be agreed in writing and signed by a duly authorised officer or representative of each party. Any alteration of the scope of this Agreement is subject to the payment of additional fees as agreed between the parties and will form part of this Agreement.

1.4. Subscriptions. Unless otherwise agreed (i) software licences are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added.

2. USE OF THE SOFTWARE

2.1. Licensor Responsibilities. The Licensor shall: (i) provide maintenance and support for the Software to the Licensee, as outlined in section 3 and Schedule 3; (ii) process the Licensee's Data only as set out in the Agreement unless on the documented instructions of the Licensee; (iii) advise the Licensee of all updates and upgrades as they become available; (iv) use appropriate technical and organisational measures to safeguard the security, confidentiality, integrity and availability of the Licensee's Data for the duration of and to the extent determined by this Agreement; (v) inform the Licensee without undue delay after becoming aware of a data breach involving personal data; (vi) assist the Licensee so far as is reasonably practicable in the fulfilment of its legal obligations with respect to data protection legislation.

2.2. Licensee Responsibilities. The Licensee shall (i) be responsible for users' compliance with this Agreement; (ii) be responsible for the nature, accuracy, quality and legality of its Data; (iii) use commercially reasonable efforts to prevent unauthorised access to or use of the Software; (iv) use appropriate technical and organisational measures to safeguard the security, confidentiality, and integrity of its Data for the duration of and to the extent determined by this Agreement; and (v) use

the Software only in accordance with the user guide. The Licensee shall not (a) make the Software available to anyone other than Users, (b) sell, resell, rent or lease the Software, (c) use the Software to store or transmit infringing, libellous, or otherwise unlawful material, or to store or transmit material in violation of third-party privacy rights, (d) use the Software to store or transmit malicious code.

2.3. The permitted use of the Software by the Licensee is limited to the numbers of users and modules listed in Schedule 2.

2.4. The purpose of the Software use is for the Licensee's storage, back-up and reporting of its Data.

3. MAINTENANCE AND SUPPORT

3.1. The maintenance and support services shall be provided by the Licensor to ensure a regular and continuous updating and upkeep of the Software.

3.2. The Licensor shall provide to the Licensee the following services with respect to the Software:

3.2.1 all necessary maintenance work to ensure that the Software remains in good working order,

3.2.2. all necessary repairs in the event of defects and / or errors, subject to the terms and conditions provided herein;

3.2.3. the correction of bugs and errors.

4. GRANT OF LICENCE

4.1. The Licensor hereby grants to the Licensee a non-exclusive, non-transferable Licence to Use the Software for the purposes and time agreed by the parties.

4.2. The Licensee shall use the Software in the manner set forth in the technical documentation provided by the Licensor.

4.3. The Licensee may terminate at any time the Agreement, subject to minimum term as per clause 1.2, but must give the Licensor ninety days notice in writing of its intention to terminate the Agreement and subject to the condition that all outstanding fees under this Agreement have been paid by the Licensee to the Licensor.

4.4. The Licence shall commence on the date of installation and shall continue in force until such time as it is terminated by either of party in accordance with this Agreement.

5. PRIVACY AND DATA PROTECTION

5.1. The Licensor will process the personal data of the Licensee in the following ways:

- The name, username and email address of each Software user is collected, stored and used by the Licensor for the purpose of providing the contracted service and support.
- The name and email address of the Licensee's nominated contact person is collected, stored and used for the purpose of corresponding with the Licensee in relation to the contracted service and support.
- The personal data will be accessible by approved personnel of the Licensor and its Affiliates for the purpose of providing the contracted service and support.
- Personal data will not be transferred by the Licensor to any non-EU countries.

5.2. Any other personal data that is stored and otherwise processed in the Software is done so by the Licensee at its own discretion.

6. FEES AND PAYMENT

6.1. The Licensee should be aware that (i) fees are based on Software Licences purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable.

6.1.1. The Licensee shall pay an annual licence fee in accordance with the Licence Fees set out in Schedule 1 hereof, and such fee shall be payable within fifteen [15] days of execution of this Agreement or of the date of acceptance of a new purchase order from the Licensor for additional licences.

6.1.2. Maintenance and Support services to be provided by the Licensor under section 3 hereof are included in the licence fees paid by the Licensee.

6.2. Suspension of Licence. If any amount owing by the Licensee under this agreement for the purchased Licences is thirty [30] or more days overdue the Licensor may, without limiting their other rights and remedies, suspend the Licence to the Licensee until such amounts are paid in full. The Licensor will give the Licensee at least 7 days prior notice that the Licensee's account is overdue

6.3. Payment Disputes. The Licensor shall not exercise their rights under Section 6.2 (Suspension of Licence) if the Licensee is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.4. Fees. See Schedule 1

6.5. The Licensor shall invoice the Licensee in accordance with the payment schedule, which invoices shall be paid by the Licensee no later than the terms agreed.

7. WARRANTIES AND LIMITATION OF LIABILITY

7.1. The Licensor warrants that:

7.1.1 it is entitled to enter into this agreement and that it is entitled to grant the Licence of Use in accordance with this Agreement;

7.1.2 it is the exclusive owner of the Intellectual Property Rights in the Software and that the use of the Software shall not infringe the rights of any third party;

7.1.3 the Software has been developed according to the standards of care and skill as high as any currently available in the software industry;

7.1.4 the Software shall perform substantially in accordance with the Software's technical specifications and manuals

7.2. The said warranties above shall be subject to the Licensee complying with its obligations under the terms of this Agreement and shall also be subject to the limits and exclusions of liability set out below. In particular, the said warranties shall not

apply to the extent that any defect in the Software arose or was exacerbated as a result of:

7.2.1 incorrect use, operation or corruption of the Software;

7.2.2 any unauthorised modification or alteration of the Software;

7.2.3 use of the Software with other software or on equipment with which it is incompatible.

7.3. To the extent permitted by applicable law, the Licensor:

7.3.1 disclaims all other warranties with respect to the Software, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result;

7.3.2 makes no warranty that the Software and materials are error free or that the Licensee's use of the Software will be uninterrupted and the Licensee acknowledges and agrees that the existence of such errors and the occurrence of such interruption shall not constitute a breach of this Agreement;

7.4. The Licensor shall not be liable to the Licensee or any other person for any damages with respect to the Software and the Maintenance and Support services performed hereunder, including, but not limited to, any consequential, incidental or indirect damages, including without limitation any lost profits, loss of data, interruption of services or loss of business.

7.5. The parties acknowledge that the allocation of risk in this Agreement reflects the price paid for the Licence of Use of the Software and services.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. The Licensee acknowledges that title to, ownership of and all proprietary rights in all ideas, concepts, know how or techniques, software and documentation developed or utilised by the Licensor in developing and installing the Software or in providing Maintenance and Support services to the Licensee shall be vested in and remain with the Licensor unless otherwise agreed between the Licensor and the Licensee in writing.

8.2. The Licensee acknowledges that this agreement provides it with a limited Licence of Use of the Software.

8.3. For the avoidance of doubt, the Licensee hereby acknowledges and agrees that the Software and Documentation and all items and information provided by the Licensor under this Agreement are and shall remain the sole and exclusive property of the Licensor and its suppliers, if any, whether separate from or combined with any other products. The Licensor's rights under this section shall include, but not be limited to:

8.3.1 all copies of the Software and such items and information, in whole and in part;

8.3.2 all Intellectual Property Rights in the Software and such items and information; and

8.3.3 all modifications to, and derivative works based upon, the Software and such items and information.

8.4. The Licensee shall not delete or in any manner alter the Intellectual Property Rights notices of the Licensor or its suppliers, if any, appearing on the Software and such items and information as delivered to the Licensee.

8.5. The Licensee undertakes to inform the Licensor immediately, in writing within seven [7] days, upon discovering any infringement, breach or improper use of the Software and the Licensor's Intellectual Property Rights by a third party. The Licensor shall defend, at the Licensor's expense, any claim alleging that the Software has infringed the Intellectual Property Rights of a third party, provided that the Licensee furnishes the Licensor with prompt written notice of the claim and provides the Licensor with reasonable assistance to defend or settle the claim.

8.6. Subject to the limited rights granted by the Licensee hereunder, the Licensor acquires no right, title or interest from the Licensee or their licensors under this Agreement in or to the Licensee's Data, including any intellectual property rights therein.

9. DELIVERY AND CONFIGURATION

9.1. On the delivery date, where applicable, the Licensor shall deliver the Software to the Licensee and configure the Licensed Software in accordance with the configuration detail agreed with the Licensee.

9.2. All delivered releases of the Software shall be accompanied by, or be simultaneously transmitted with, supporting documentation.

10. RESTRICTIONS

10.1. The Licensee undertakes not to translate, adapt, vary, disassemble, modify, decompile or reverse engineer the Software and materials and its components or to use the Software and the information contained in it to create any software that is substantially similar to the expression of the Software and materials.

10.2. The Licensee shall not (i) permit any third party to access the Software except as permitted herein, (ii) create derivative works based on the Software except as authorised herein, (iii) copy, frame or mirror any part or content of the Software, other than for their own internal business purposes, (iv) reverse engineer the Software, or

(v) access the Software in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Software.

11. CONFIDENTIALITY

11.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Licensee's Confidential Information shall include their Data; the Licensor's Confidential Information shall include the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than the Licensee's Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

11.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care): (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorised by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to its employees and those of its Affiliates, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any order to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

11.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party

for its reasonable cost of compiling and providing secure access to such Confidential Information

12. EXCLUSIONS

12.1. The following are expressly excluded from this Agreement:

12.1.1 the provision of computer input;

12.1.2 the supply of computer hardware, equipment or software (other than the Software that is subject to the Licence to Use);

12.1.3 any provision that is not expressly stated in this agreement is excluded.

13. TERM AND TERMINATION

13.1. Term of Agreement. This Agreement commences on the date of installation / configuration and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated

13.2. Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty [30] days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

13.3. Refund or Payment upon Termination. Upon any termination for cause by the Licensee, the Licensor shall refund the Licensee any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by the Licensor, the Licensee shall pay any unpaid fees covering the remainder of the term of all orders after the effective date of termination. In no event shall any termination relieve the Licensee of the obligation to pay any fees payable to the Licensor for the period prior to the effective date of termination.

13.4 Data Retention & Deletion upon Expiration/Termination of Agreement. The Licensor will retain the Licensee's Data in the Software for the duration of the Agreement, unless deleted by the Licensee. The Licensor will, in the absence of a legal obligation to retain, on the written instruction of the Licensee, delete all the Licensee's data. In the absence of written instructions from the Licensee the Licensor will, upon expiration or termination of the Agreement, retain the Licensee's Data for three calendar months and delete it thereafter. NOTE: It can take a further three months for all copies of the Licensees data to be absent from back-ups.

14. SUB-CONTRACTORS

14.1. The Licensee authorises the Licensor to have any or all of the Maintenance and Support services set forth in this agreement performed by sub-contractors of its choice, the Licensor remains entirely responsible, however, therefor. Any proposed alterations to these services will be notified to the Licensee, thereby giving the Licensee the opportunity to object to such changes.

15. FORCE MAJEURE

15.1 Neither party shall be liable for delay or failure to perform their obligations hereunder for causes beyond their reasonable control and without the fault or negligence of such party, except with respect to the non-payment of the amounts due hereunder.

16. ENTIRE UNDERSTANDING

16.1 This agreement sets forth the entire understanding between the parties with respect to the matters set forth herein and supersedes all prior representations, understandings or agreements, whether written or oral, express or implied, with respect thereto.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement and all relationships created hereby will in all respects be governed by and construed in accordance with the laws of England and the United Kingdom.

18. NOTICES

18.1 Any notice, or other communication required to be given under the provisions of this Agreement by either party to the other, shall be made in writing and delivered to the following addresses.

TO: CalQRisk UK Ltd.,
37A Church Road,
Wimbledon, London,
SW19 5DQ

TO: Client details

Notice shall be deemed to have been received by the other party forty-eight (48) hours from the time of posting excluding Saturdays, Sundays and public holidays.