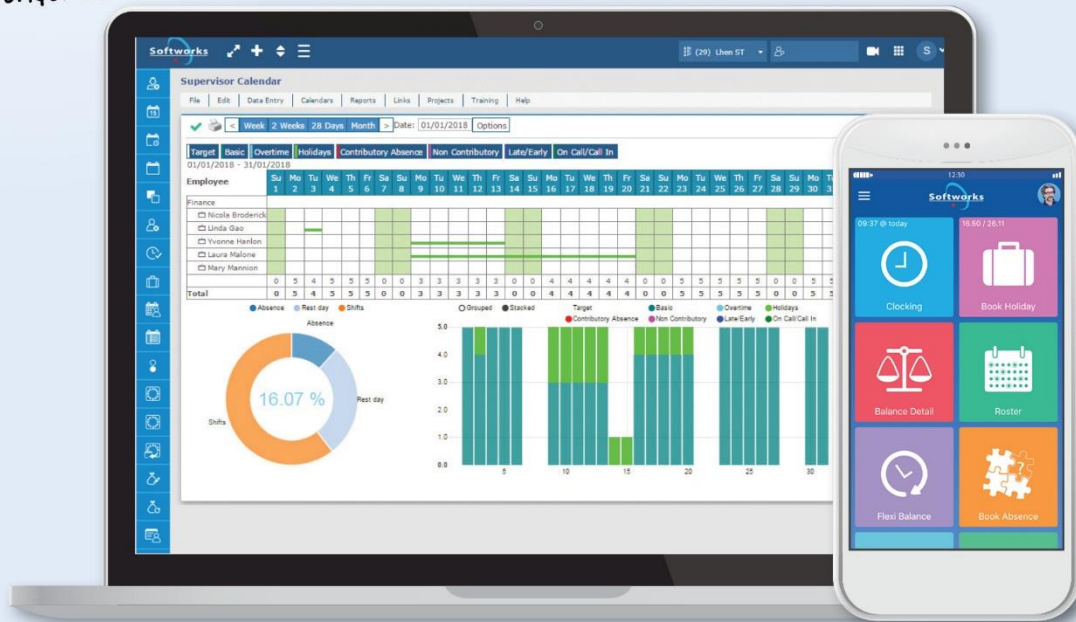




Softworks Terms and Conditions

1. Terms and Conditions

Softworks and the Customer agree to the following standard terms & conditions:

1. OUR CHARGES

Any quotation or estimate given to you is given in good faith on the basis of our current costs and expenses on the basis that any information supplied by you prior to the preparation of the quotation or estimate is correct. They are subject to review at any time after you have accepted our terms but would only be reviewed by us to take into account any cost fluctuation on the specific project, or any changes in instructions given by you to us.

The Categories of Charges are:-

- Any taxes, duties or levies which we have to collect on behalf of the Government (such as VAT)

Any payment we make to third parties on behalf of Customer: In that respect we reserve the right to impose a handling charge

All costs and charges payable should be paid within the terms stated in the Quotation Payment Terms & Conditions. Any undisputed payment in respect of any third party, payments which we have to make on your behalf, will be due for payment 30 days after Customer's receipt of the applicable invoice and at our option we are not obliged to continue any work on your behalf if payment is withheld beyond its due date, provided that we give Customer prior written notice of the past due undisputed payment and Customer fails to make such payment within five (5) business days of Customer's receipt of such notice. Any queries relating to any charges for goods or services supplied by third parties should be made in writing within thirty days of Customer's discovery of the query failing which no query can be entertained. We reserve the right to charge interest on any payments outstanding after the dates referred to above at the rate as prescribed by the Late Payment of Commercial Debts (Interest) Act 1998. Title in any goods or services and intellectual property and right to such intellectual property will pass from us to Customer upon delivery of the applicable goods and services.

- Should you vary or cancel all or any part of your order (instructions to us) then we reserve the right to invoice you any charge which we incur by reason of such action by you in addition to the cancellation charges referred to below.
- Services and Bookings: Bookings for services is subject to availability. Cancellations must be made in writing 7 days prior to the service dates booked. If cancellation is made after this time then we reserve the right to invoice you a cancellation charge being 50% of the value of the services cancelled.
- Data Transfer and/or Conversion: If there are any delays or inaccuracies due to Customer operator-input errors or data corruption caused by Customer, the additional work required to correct these problems is the responsibility of the Customer or will be billed by Softworks at its published rate offered to similarly situated clients for the services provided.
- Hotel Accommodation and Overseas Travel: For overnight stay hotel accommodation is

charged at cost, and accommodation to be of a standard no less than 3 star. Air travel is charged at Economy Class for all journeys, unless otherwise agreed in writing between the parties. Overnight subsistence for meals etc. is charged at €30 per person per night. The customer may arrange and pay for hotel accommodation and overseas travel directly if required.

- **Cancellation:** Should you cancel all or any part of your order (instructions to us) then we reserve the right to invoice you a cancellation charge of 25% of the value of goods and services cancelled by you. Goods and services already delivered by us to you prior to you cancelling all or any part of your order (instructions to us) cannot be returned or cancelled and are subject to the Payment Terms & Conditions of the order. Notwithstanding the foregoing, Customer may return and/or cancel Products, goods and/or services without incurring any charge and such return and/or cancellation shall be at Softworks cost and expense if incorrect or defective Products, good and/or services were delivered or performed.

2. LICENSE GRANTED

Softworks grants to Customer under the terms and conditions of this Agreement, a non-exclusive and non-transferable (except as permitted by Section 15 hereof) licence to use the Product(s) specified and in any Schedule to this Agreement. Copyright and any other intellectual property in the Product(s) shall at all times remain vested in Softworks or suppliers to Softworks.

3. TERM

The term of this Agreement will commence upon the date of execution by both parties and remain in force until terminated as provided for in Section 14.

4. PAYMENTS TO Softworks

Customer shall pay to Softworks within 30 days of valid invoice the License fees specified in this Agreement and in any applicable Schedule. These and any other payments are exclusive of Valued Added Tax or similar tax, which shall be added by Softworks to invoices at the applicable rate. License fees and service fees shall be invoiced as per the payment schedule outlined in the front of this agreement.

5. PRODUCT DELIVERY AND DOCUMENTATION

Softworks will furnish & implement the product as specified in the application schedule attached together with one copy of all relevant documentation.

6. USE OF PRODUCT (S)

Customer will restrict access to any Product(s) Licensed hereunder such that only employees and consultants will have access. Customer will also restrict usage of the Product(s) to the number of Authorised Users designated in this Agreement and in any applicable Schedule.

Customer will use Product(s) for own in-house use in accordance with conditions set out in documentation accompanying Product(s). Customer further agrees not to reproduce, copy, or duplicate Product(s) except for backup purposes.

7. ADDITIONAL SERVICES

Softworks will provide training and support in the use of the Product(s) and product maintenance services as specified in this Agreement and in the attached Customer Services Guide or an updated version thereof. Additional services beyond those specified are available at then current published prices for such services.

8. WARRANTY AND MAINTENANCE

On the Product Delivery Date and during any subsequent Maintenance Period in respect of which the customer has made payment of any maintenance fee, Softworks warrants that the Product(s) will substantially conform to the specifications contained in the user documentation delivered to Customer for use with the Product(s) if properly used in the operating environment specified in such documentation. In the event of any breach of this warranty by Softworks, The Customer may, at Softworks cost and expense, return the Product(s) in question to Softworks and Softworks shall thereupon forthwith either repair or replace the Product(s). In addition, in satisfaction of this warranty Softworks will provide maintenance services as specified in the Softworks Support & Maintenance Agreement:

In the event Softworks finds that the reported error has resulted from either negligence or modification of the Product(s) by Customer, Softworks shall be under no obligation to rectify such error. In the event that Softworks agrees to rectify such error the Customer will be charged for all reasonable travel and living costs incurred by Softworks in responding to such error situation plus support time incurred at then current published prices for such services.

THE FOREGOING WARRANTY AND MAINTENANCE OBLIGATIONS ARE IN LIEU OF ALL OTHER CONDITIONS, WARRANTIES AND OTHER TERMS, EXPRESS OR IMPLIED, REGARDING THE PRODUCT (S) AND ANY RELATED SERVICES PROVIDED TO CUSTOMER BY Softworks HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OF MERCHANTABILITY, FITNESS FOR PURPOSE AND DESCRIPTION, ALL OF WHICH ARE SPECIFICALLY EXCLUDED

9. TRADE SECRET, AND CONFIDENTIALITY

Customer acknowledges that Softworks and its suppliers owns all rights, title, and interest in and to all software, firmware, documentation, technical data, and proprietary information relating to the Product(s). Customer shall have no rights to such software, firmware, documentation, technical data, or proprietary information except as expressly provided in this Agreement. The parties undertake that they will treat as confidential all details of pricing associated with this contract and will not reveal such details to any other party however related. Customer will take all reasonable precautions necessary to maintain the confidentiality of the Product(s), but not less than those precautions employed to protect its own proprietary information. Softworks will take all reasonable precautions necessary to maintain the confidentiality of all nonpublic information relating to Customer or its affiliates that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

The obligations as defined in this Section 8 shall survive the termination, for whatever reason, of the Agreement.

10. COPYRIGHT AND PATENT INDEMNITY

Softworks represents and warrants to the Customer that, having made due diligent enquiry, it is not aware that the Product(s) Licensed in this Agreement and in any applicable schedule infringe any patent, copyright, trade secret, trademark or other intellectual property right. In the event any legal proceedings are brought against Customer claiming an infringement of the above based on Customer's use of the Product(s), Softworks agrees to defend at Softworks' own expense any such legal proceedings relating to such claim or claims and to indemnify and hold Customer harmless from any damages incurred or awarded as the result of settlement or judgement against the Customer and agrees to indemnify Customer for costs and expenses (including reasonable legal fees) which Customer incurred as a result of assisting Softworks in defending any law suit of this nature, provided Customer gives Softworks prompt written notice within thirty (30) days of any such claim or of the institution of any such claims against Customer, and further Customer gives Softworks control over and provides reasonable assistance with Softworks, at Softworks' option, to settle or defend such claims. Notwithstanding the foregoing, the failure of the Customer to provide the above-referenced thirty (30) day written notice will not affect the obligations of Softworks hereunder unless Softworks is actually prejudiced by such failure and Softworks will not settle, compromise or otherwise enter into any agreement regarding the disposition of any claim against the Customer without the prior written consent and approval of the Customer, unless such settlement, compromise or disposition provides for monetary relief which is to be paid by Softworks and a complete and unconditional release of the Customer. Softworks shall have no obligation with respect to any claim or suit based upon Customer's modification of the Product(s) or its operation in any manner other than that specified in the documentation for any such affected Product.

11. LIMITATION OF LIABILITY

Except to the extent awarded to a third party in a judgment against which a party is entitled to indemnification pursuant to Section 12 hereof, the parties agree that each party's liability under this Agreement for damages for any breach of this Agreement with respect to each Product shall not exceed the amount of the License fee or maintenance fee, as applicable, payable to Softworks by Customer under this Agreement for that Product regardless of the form of action except as defined in Section 9. Except to the extent awarded to a third party in a judgment against which a party is entitled to indemnification pursuant to Section 12 hereof, the parties further agree that neither party shall not be responsible for any special, consequential or incidental damages, including but not limited to loss of profits or income. However, Softworks does not seek to limit or exclude its liability for claims arising from death or personal injury and attributable to the negligence of Softworks.

12. TERMINATION

Failure by Softworks or Customer to comply with any term or condition under this Agreement, or any other default by Softworks or Customer, shall entitle the other party to give the party in default written notice requiring it to make good such default. If the party in default has not cured such default within thirty (30) days of such notice, the notifying party shall be entitled, in addition to any other rights it may have under this Agreement or the

License for any Product specified overleaf or in any applicable Schedule, to terminate this agreement by written notice to the party in default; provide however, that the effective date of such termination shall be ninety (90) days after such termination notice is given. Upon the termination of this Agreement or any such Product License by Customer or due to Customer's material breach, all applicable Product(s) together with any copies shall be destroyed by The Customer or returned to Softworks at Customer's own expense and Customer shall certify that Customer's use of any such Product(s) has ceased. Customer may terminate Product maintenance by giving Softworks thirty (30) days written notice prior to the end of the Initial Maintenance Period or any subsequent Maintenance Period.

13. ASSIGNMENT

Customer's rights under this Agreement may not be assigned, licensed, sublicensed or otherwise transferred, either voluntarily, by operation of law or otherwise, without the prior written approval of Softworks which will not be unreasonably withheld. Softworks may assign, pledge, and transfer all or any part of this Agreement only with Customer's prior approval, which will not be unreasonably withheld. No such assignment, pledge or transfer will impair Customer's rights to use the Product(s) under this Agreement.

14. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement together with any applicable Schedule constitutes the entire Agreement between the parties hereto, and no oral or written agreements or correspondence shall be held to affect the provisions hereof. Softworks will not be bound by additional provisions or provisions at variance herewith that may appear in Customer's acknowledgement, purchase order, or in any other communication between Customer and Softworks. If any one or more provisions of this Agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this Agreement shall be construed as if such unlawful provisions had not been contained herein.

15. SERVICE OF NOTICE

No notice, consent, waiver or other communication required or permitted to be sent under this Agreement shall be effective unless the same is in writing and is delivered by registered or certified mail, return receipt requested, first-class postage pre-paid to the address of the party first set forth in this Agreement. Such notices shall be deemed to have been given at the time of mailing.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the UK Courts