

Roadmapping Technology

G-Cloud 15 Framework

Terms and Conditions

Service Names: Nuclear Enterprise Innovation Management Software

Implementation and support for Innovation Management Solutions

Supplier: Roadmapping Technology Limited

Lots: 2b. Cloud Software (SaaS) and 3. Cloud Support (Specialist Consultancy)

Version: 1.0

Date: January 2026

ACCOLADE MODULES ADDENDUM

The Accolade Modules may be deployed to the number of full and limited users licensed on the applicable order for each of the applicable Modules. Full users may be given any right or role to perform any related function to the licensed modules and their corresponding configurations in Accolade. Limited users may only be given read only or auditor functions. Users are individual named users granted access to that particular Module of the software. Licenses released due to the departure or reassignment of a user may be freely reallocated. For avoidance of doubt, Accolade Core must be licensed with modules and modules cannot be licensed on its own or used independently from Accolade Module(s).

Instances

Customers receive one production and one non-production ("NP") instance. The Accolade production database allowance is sized at 10GB plus 250MB per full user. NP data, log files, temp files, free space, backup data, system files do not consume the allowance. Additional data capacity may be added at \$1000 annually per 10GB or part thereof. Only a small number of Accolade customers with the following characteristics require additional capacity:

- initial large data loads
- large individual file sizes such as high-resolution graphics, CAD diagrams and similar
- intensive document review process with large numbers of high versioning - high number of archived projects

Support

The support limitations set forth in Section 17 of the Agreement include, without limitation, Client's use of a version of Accolade that is more than one major release older than Sopheon's current release at the time – for clarity this means that if Sopheon's current release is 15.X, the earliest valid release to qualify for maintenance shall be 14.0.

Upgrade handling. During the Term, Client may request up to one upgrade per year to a newer release of Accolade at no additional cost. This assumes that Client's current configuration of Accolade consists of base level configuration. Should Client request more than one upgrade in a year, or if Client's configuration is modified at Client's request to include integrations, advanced configurations, customizations or other non-standard artefacts, a consulting services project would be required, as specified under a statement of work agreed by the parties.

ACCOLADE IDEAS COMPLETE ADDENDUM

Accolade Ideas Complete may be deployed to the number of Ideas Campaign Managers, Ideas Collaborators and Ideas Submission Users licensed on the applicable order. The licenses include the creation of unlimited number of campaigns and the unlimited submission of ideas from these users. If the configured number of users of any role exceed the licensed numbers, then a higher tier will apply including the additional SaaS price for the current and subsequent years.

Ideas Campaign Manager users may be configured with the rights to create, configure and manage Ideas Campaigns including score-carding. These users are individual named users granted access through the Ideas Access Group to the software as Project Managers for Ideas Campaigns only, and not as Project Managers for non-Ideas related projects unless licensed separately under the terms of the order. Licenses released due to the departure or reassignment of a user may be freely reallocated.

Ideas Collaborators users may be configured with the rights to view, vote and comment on ideas. These users are individual named users granted access through the Ideas Access Group to the software as Ideas Collaborators only and not as Project Managers or Team Members for non-Ideas related projects unless licensed separately under the terms of this order. Licenses released due to the departure or reassignment of a user may be freely reallocated.

Idea Submission users are authenticated users on a company network who are not Accolade users. These users may only submit ideas in campaigns.

ACCOLADE INTEGRATION ENGINE ADDENDUM

Client acknowledges that Sopheon's Accolade Integration Engine ("AIE") is an add-on service that provides integration capabilities to Sopheon host applications and contains or incorporates proprietary software owned by third parties, and this Addendum shall supplement and take precedence over the master license terms negotiated between Client and Sopheon.

1. Client acknowledges that the maximum number of third-party integration instances that may be integrated to the Licensed Software through the AIE is five (5) and that (i) the maximum (aggregate) total number of API Transactions that may be processed per month at no additional charge is 150,000 (the "Transaction Limit") and (ii) the maximum Data Volume that may be transferred per month at no additional charge is 1GB (the "Data Volume Limit").
2. The term "API Transaction" is defined as follows: A message object that is created, sent or received in an environment through a communication protocol (such as HTTP, AMQP, FTP, JMS, and directory scanning request). The term "Data Volume" is defined as follows: The total accumulated size (as measured in bytes) of all API Transactions during a calendar month.
3. Sopheon will notify Client if its usage surpasses the Transaction Limit or the Data Volume Limit, and Client will have thirty (30) days to adjust its usage back below the Transaction Limit. If the foregoing does not happen, a monthly charge of \$500 will be due for each 50,000 API transactions or part thereof of excess usage, or as applicable, each 500MB of data transfer or part thereof of excess Data Volume. The fee will be invoiced pro-rata for the period up to the date Client's next regular software renewal invoice is due and will subsequently be added in full to the invoice for the next billing period.
4. Client is expressly prohibited from using the AIE in any way other than integrated with the Licensed Software and may under no circumstances whatsoever use the AIE independently or separated from the Licensed Software. Any modification to the AIE and its settings may only be performed by Sopheon.
5. Sopheon may change the underlying technology underpinning AIE, from time to time, but undertakes that it shall not take any action which shall materially impair the quality and effectiveness of AIE. Sopheon acknowledges that irrespective of the underlying technology, it shall remain responsible to the Client for its obligations hereunder. Client acknowledges that any such change may, subject to the foregoing, require amendment to the terms of this Exhibit.
6. The AIE is a service and availability of the service to Client is contingent on minimum ongoing annual software fees to Sopheon of at least £40,000.

SCOUT ADDENDUM

Scout may be deployed to the number of users licensed on the applicable order. Users are individual named users granted access to the software. Licenses released due to the departure or reassignment of a user may be freely reallocated.

Instances

Customers receive access to one production instance.

ISO 27001 Compliance

Scout is not currently certified under ISO 27001. Scout is planned to be included in the upcoming full audit cycle for ISO 27001 certification.

Reasonable Use Policy

Scout has connections to a very extensive data set and core to its efficient use is disciplined and refined search optimization. If this is not followed, volumes and computation consumption can rapidly become excessive and impact overall system performance. Accordingly, the use of Scout is governed by a reasonable use policy which will assess responsible behavior with respect to several factors including:

- Number of saved searches
- Number of tagged items
- Frequency of automated queries
- Volume of data exports
- Use of scraping tools

MASTER AGREEMENT NO. _____

Between

The "Client".....

And

Roadmapping Technology Ltd Aston Court, Kingsmead Business Park, High Wycombe HP11 1JU UK* ("RTL" or "Supplier")

This Agreement is the Master Agreement for furnishing products and services to the specifications set forth in any order for software and maintenance, or any statement of work to provide services (each, individually, an "Order") to the extent each Order is mutually agreed upon by Client and RTL from time to time.

All such Orders shall be attached hereto as an Exhibit, or as Orders subject to this Agreement, as the case may be. Each such Order when executed by both parties shall be deemed to incorporate all of the provisions of this Agreement, and shall also include, to the extent appropriate, (a) a description of the products or services; (b) the term or period during which the products or services shall be provided; (c) the amounts payable to RTL and the basis on which such amounts are payable; (d) the individuals designated by each of Client and RTL who will have management responsibility in connection with the Order; and (e) additional provisions applicable to the products or services to be provided pursuant to the Order not otherwise set forth in this Agreement.

This Agreement and any subsequent amendments, Orders, Exhibits or supplements are subject to the attached terms and conditions.

Executed By

Client:

By (Print name): _____

Position: _____

Signature: _____

Date: _____

Roadmapping Technology Ltd

By (Print name): _____

Position: _____

Signature: _____

Date: _____

I.SUBSCRIPTION LICENSE

1. Grant of License. If and to the extent RTL software is listed on one or more Orders agreed to by Client and RTL, Client accepts from RTL, and RTL grants to Client, a non-exclusive, non-transferable and non-assignable license to use the RTL computer software listed on the Order, and the associated user documentation (collectively, the "Licensed Software"). The Licensed Software also includes any new versions, revisions, updates or upgrades that RTL furnishes to Client under this Agreement.

2. Term of License. The license granted herein will commence upon the execution of the applicable Order ("the Effective Date") by both parties and will remain in effect for the period set forth in the applicable Order for such software (along with any applicable addendum) unless terminated as provided in Section 8.

3. License Fees and Payment. In consideration for the license hereby granted, Client will pay RTL the license fee specified in the Order in accordance with the payment terms set forth in Section 29, unless different terms are set forth in the Order. RTL does not sell hardware, system software and database software that may be required for installation of the Licensed Software and fees stated on the Order exclude the cost of all such items.

4. Scope of Permitted Use. Throughout the term of the license, Client may use the Licensed Software, in object code form only, solely for Client's own internal business purposes; provided, however, that Client's use of the Licensed Software is limited to the number of users (being individual named users granted access by Client to access the Licensed Software) and if applicable the number of servers, set forth on the Order. Client may not use the Licensed Software for any other purpose or to provide any services, including without limitation data processing services, for any third party. Client will not permit remote access of the Licensed Software from locations outside Client's business premises, except by Client authorized users who are acting in the course of Client's business. During the term of this Agreement, RTL will have the right, at its own expense and in such manner as not to interfere unreasonably with Client's normal business activities, to conduct audits of Client's use of the Licensed Software in accordance with this Agreement. Client shall comply with all applicable local, state, national and foreign laws and regulations in connection with Client's use of the Licensed Software, including those related to data privacy, copyright, export control and the transmission of technical or personal data.

5. Proprietary Expression. RTL and/or its third party licensors are the owners of all intellectual property rights, title, and interest (including copyrights, patents, rights to patents, patent applications, and trademarks) of the Licensed Software, and the code, ideas, procedures, processes, systems, methods of operation, methodologies, best practices and concepts that are embodied or embedded within the Licensed Software are trade secret information of RTL and/or its third party licensors regardless of any modifications or refinements which might have been made at Client's request. This license is not a sale of the Licensed Software and does not render Client the owner of the Licensed Software. Ownership of the Licensed Software and all components and copies thereof will at all times remain with RTL, regardless of who may be deemed the owner of the tangible media in or on which the Licensed Software may be copied, encoded or otherwise fixed. Client acknowledges that the Licensed Software may contain or be accompanied by certain third party software products which may be provided subject to licenses which disclaim all warranties, express or implied, including, without limitation, the New BSD License and the MIT License ("Third Party Components"). Client acknowledges that, solely with respect to the Third Party Components to which they relate such disclaimers supersede any specific warranties granted by RTL hereunder. Notwithstanding the foregoing, RTL hereby warrants that no Third Party Components incorporate license terms that require a licensee to make derivative works available under the same license terms, or any similar "Copyleft" or "Share-Alike" licensing structure.

6. Restrictions Upon Duplication, Reverse Engineering and Disclosure. Client may make only such additional copies of the Licensed Software, as are reasonably necessary for Client's archival purposes and shall maintain a list of the number of copies and place of storage. Any copy made by Client must bear the same copyright and other proprietary notices that appear on the copy furnished to Client by RTL, and any modification of the software interface to reflect Client's logo or other Client branding standards shall attribute copyright to RTL and at a minimum shall state "powered by RTL XXXXX ®" where "XXXXX" is the applicable RTL software family such as "Accolade". Client will not customize, disassemble, decompile, make derivative products or otherwise attempt to reverse engineer the Licensed Software, nor will Client permit any other person to do so. Client will safeguard the Licensed Software and prevent unauthorized access and duplication of the Licensed Software using the same safeguards and security it uses for its own confidential and proprietary information, but in any event no less than commercially reasonable safeguards and security. Client will advise its employees who are permitted access to the Licensed Software of the restrictions upon duplication, reverse engineering, disclosure and use contained in this Agreement. Client will be liable for any unauthorized copying, reverse engineering and/or disclosure by its employees or agents.

7. Restriction on Transfer. Except as set forth in Section 34, Client will not lease, rent, sell, pledge, assign, sublicense, loan or otherwise transfer to any other party any part of the Licensed Software or any copy thereof.

8. Termination. The license granted herein will terminate automatically and immediately in the event that: (a) Client violates any of the provisions of Sections 4, 5, 6 or 7; (b) pursuant to Section 11 below, RTL notifies Client of an election to terminate this license and accept the return of the Licensed Software; or (c) Client returns the Licensed Software to RTL pursuant to Section 10. In the event of termination as to any of the Licensed Software, Client will, within thirty (30) days, either return all copies of the affected Licensed Software to RTL or at RTL's election destroy the same and certify to RTL in writing that all copies not returned to RTL have been destroyed. In the event of termination under Section 8(a), all sums payable by Client to RTL under this Agreement shall become immediately due and payable.

9. Limited Warranty and Disclaimer of Warranties. RTL warrants that, for a period of thirty (30) days from the date of delivery ("Warranty Period") and throughout the maintenance term the Licensed Software will substantially conform to and perform substantially in accordance with RTL's published user documentation, but only if: (a) Client gives RTL written notice of any such claimed failure to so conform or perform while this warranty is in effect; and (b) such failure to so conform or perform is not, in RTL's reasonable opinion, a result of any modification of or damage to the Licensed Software or its operating environment or of Client's failure to operate the Licensed Software in the proper hardware and software environment. WITHOUT LIMITING THE GENERALITY OF SECTION 24, RTL DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL FAILURES OF THE LICENSED SOFTWARE TO SUBSTANTIALLY CONFORM TO OR PERFORM SUBSTANTIALLY IN ACCORDANCE WITH RTL'S PUBLISHED USER DOCUMENTATION WILL BE CORRECTED.

10. Exclusive Remedy. Client's sole and exclusive remedy for breach of the foregoing warranty will be that: (a) RTL will endeavour to correct, within a reasonable time, any failure of the Licensed Software to substantially conform to or perform substantially in accordance with RTL's published user documentation, or (b) in the event that RTL fails or is unable for any reason to correct such failure of the Licensed Software to substantially conform to or perform substantially in accordance with RTL's published user documentation, then: (i) within the Warranty Period, Client may terminate its license as to the affected Licensed Software and return the Licensed Software to RTL, and RTL will refund to Client the full amount of the license and maintenance fee paid therefore, or (ii) after the Warranty Period but during the maintenance term, Client may terminate maintenance services, and RTL will refund to Client the full amount of the maintenance fee already paid with respect to such software for service beyond the effective date of termination.

11. Copyright, Trade Secret and Trademark Indemnity. RTL will indemnify Client and hold Client harmless against liabilities directly arising from a claim by any third party that the Licensed Software infringes or violates any copyright, trademark or trade secret rights of such third party, *provided that*: (a) Client notifies RTL promptly in writing of any notice of any such claim; (b) Client cooperates with RTL in all reasonable respects in connection with the investigation and defense of any such claim; (c) RTL will have sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise; and (d) should the Licensed Software become, or in RTL's opinion be likely to become, the subject of a claim of copyright, patent or trademark infringement or trade secret misappropriation, Client will permit RTL, at RTL's option and expense, either to: (i) procure for Client the right to continue using the Licensed Software, (ii) replace or modify the same so that it becomes non infringing; or (iii) terminate this license as to the affected Licensed Software, accept the return of the affected Licensed Software, and grant to Client a prorated refund of the license fee paid hereunder, reduced by amortization calculated on a straight-line basis over a three (3) year period from the Effective Date. Notwithstanding anything herein to the contrary, however, RTL will have no obligation or liability to Client under any provision of this Section or otherwise if any claim is caused by: (i) use of the Licensed Software in a manner other than that for which it was furnished by RTL, (ii) any Licensed Software which has been modified by or for Client in such a way as to cause it to become infringing, or (iii) any use of the Licensed Software in conjunction with third party hardware or software that has not been approved or recommended by RTL. This Section 11 is Client's exclusive remedy for infringement or other violation of the intellectual property rights of any third party by RTL.

12. U.S. Government Restricted Rights. The Licensed Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subsection (c)(1)(ii) in The Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013, or subsections (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is Sopheon Corporation, 3001 Metro Drive, Bloomington, Minnesota, USA 55425-1566.

13. Fees and Renewal. Setup and subscription fees for the first year are as stated on the Order. Subscription fees for subsequent years of the initial term will increase by 5% or if greater, the change in the Consumer Price Index (or

local equivalent) for the most recently ended 12-month period. Fees for renewals after the initial term will be at RTL's then current rates. Subscription fees are invoiced annually, in advance. RTL will invoice Client for the setup fees and the initial year subscription fees upon execution of the Order, and for subsequent years approximately thirty (30) days prior to the commencement of each such period. Following the initial term as set forth in the Order, the Subscription License shall automatically renew for successive one year renewal terms. Notwithstanding the foregoing, either party may terminate this term license as of the end of the initial term, or as of the end of any renewal term, by written notice to the other party more than sixty (60) days prior to the end of the then current term. In the event of termination, the temporary license granted herein will terminate automatically and immediately.

II. SOFTWARE SERVICES

14. Environment and Procedures. RTL provides hosted services through a partner company, Claritas Solutions, who operate procedures in accordance with ISO/IEC 27001. As such warrants that, other than during periods of reasonably scheduled maintenance as may be provided to Client with advance notice, the Site will be provided with a monthly uptime of at least 99.95%. "Monthly Uptime" is defined as the total number of minutes in a calendar month minus the whole number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month, where Downtime means any minutes where the SaaS Service is not available (other than for notified maintenance activity).

The Client will be provided with a Single Production Instance according to the above specification and a Single Non-production Instance where reasonable best efforts are made to provide similar but no obligation to do so.

RTL shall be entitled to use its Affiliates (an "Affiliate" of a party being an entity that controls, is controlled by or under common control with such party, where such control is expressed through an equity interest greater than 50%) or reputable sub-contractors and in relation to the provision of the Site, as it sees fit, provided that it shall remain responsible to the Client for its obligations hereunder.

RTL may change such hosting providers, from time to time, but undertakes that it shall not take any action which shall materially impair the quality of the hosting facilities and procedures so described. RTL acknowledges that irrespective of its use of a third party or cloud services to provide hosting facilities, it shall remain responsible to the Client for its obligations hereunder.

14. Maintenance and Support. Throughout the maintenance term, and subject to the exclusions listed in Section 16, RTL will provide the following with respect to the Licensed Software: (a) RTL will endeavour to correct within a reasonable time any reported failure of the Licensed Software to substantially conform to or perform substantially in accordance with RTL's published user documentation; (b) RTL will furnish to Client, at no additional charge (except for taxes, insurance, shipping and handling), all new versions, revisions, updates or upgrades to the Licensed Software that RTL distributes generally to Clients under maintenance; and (c) RTL will provide telephone support and/or remote access support to provide reasonable assistance to Client in its use of the Licensed Software. Telephone, email and/or facsimile support will be available from 9:00 a.m. to 5:00 p.m., Central Standard Time in North America or Central European Time in Europe, Monday through Friday, excluding holidays observed by RTL. RTL shall be entitled to use its affiliates or reputable sub-contractors in relation to the provision of the Services, as it sees fit, provided that it shall remain responsible to the Client for its obligations hereunder.

15. Service Level Classification. For Licensed Software under maintenance, RTL will, in its reasonable discretion, categorize and respond by acknowledging all service requests as follows (Severity Level, Impact and Initial Response Time):

1. Critical - System down, data lost, or business severely affected, and no work-around is available. 2 business hours.
2. Major - Use of Licensed Software is severely restricted or a sub-component of the Licensed Software is non-functional. 4 business hours.
3. Minor - Cosmetic defect or minor malfunction that does not cause a material software or system failure. 24 business hours.
4. Query - General questions and requests for enhancements. 48 business hours.

Following its initial response, RTL will begin working to achieve relief and resolution. Relief is considered achieved for a Severity 1 or 2 call when a workaround is identified and implemented. Resolution is considered achieved when a service request has been fully resolved through a software release or configuration change. RTL reserves the right to make reasonable alterations to the details of its categorization and response process.

16. Exclusions. The maintenance provided by RTL under this Agreement does not include:

(a) resolution of problems resulting from: (i) any modification of or damage to the Licensed Software or its operating environment; (ii) Client's failure to operate the Licensed Software in the proper hardware and software environment; (iii) Client's failure to operate the Licensed Software in accordance with RTL's instructions; (iv) Client's failure to implement any updates, improvements, modifications, patches and/or bug fixes provided by RTL including, without limitation, Client's use of a version of the Licensed Software that is more than one major release older than RTL's current release at the time – for clarity this means that if RTL's current release is 6.X, the earliest valid release to qualify for maintenance shall be 5.0; (v) issues with Client's system environment, including but not restricted to hardware, operating systems, databases and networks; (vi) issues relating to third party products used by Client; (vii) modifications or customizations made by or on behalf of Client (other than by RTL) for use with the Licensed Software; or (viii) data corruption caused by changes made directly in the database (other than by RTL) by or on behalf of Client;

(b) any new versions, revisions, updates or upgrades to the Licensed Software, even those distributed generally by RTL to Clients under maintenance, if Client is in default with respect to payment of maintenance fees;

(c) re-development of any customizations made to the Licensed Software to work in conjunction with any new versions, revisions, updates or upgrades to the Licensed Software or to its hardware and software environment including without limitation operating systems, databases and desktop applications.

17. Client Duties. Throughout the maintenance term, Client will: (a) at Client's expense, maintain Internet or other telecommunication connectivity as requested by RTL, to enable RTL to gain remote access to the computer system(s) on which the Licensed Software is installed for diagnostic, error correction, and software downloading purposes; (b) cooperate with RTL in identifying the cause of any claimed failure of the Licensed Software to perform as expected; (c) allow RTL remote and on-site access to the Licensed Software and to Client's systems for the purpose of performing maintenance; and (d) nominate two personnel from within its organization who shall be authorized to act as its support contacts and request maintenance services under this Agreement.

18. Maintenance Fees and Payment. For the first year, Client will pay RTL the maintenance fees specified in the Order. Maintenance fees for subsequent years will not increase by more than 5% per year, or if greater the annual change in the CPI. Maintenance fees are payable annually, in advance. RTL will invoice Client for the initial year maintenance fee on or about the Effective Date, and RTL will invoice Client for maintenance fees pertaining to each succeeding year around the commencement of such period. In addition to maintenance fees, Client will pay (or reimburse RTL for) all freight, shipping and insurance costs associated with delivery of materials to Client under this Agreement, for any travel, lodging, meal and other incidental expenses reasonably incurred by RTL in connection with furnishing maintenance and support services to Client under this Agreement, and for any incremental services delivered by RTL as a result of Client not meeting its obligations as set forth in Sections 16 and 17 above.

19. Termination of Maintenance. Either party may terminate maintenance services under this Agreement as of the end of the initial term, or as of the end of any renewal term, by written notice to the other party at least sixty (60) days prior to the end of the then current term.

III. SERVICES

20. Purchase of Services. If and to the extent Client and RTL agree to services in one or more applicable Orders, Client engages RTL, and RTL to provide services ("Services") in accordance with the provisions of the Order. RTL shall perform the Services in a timely and professional manner using competent personnel having expertise suitable to their assignments. RTL shall be entitled to use its affiliates or reputable sub-contractors in relation to the provision of the Services, as it sees fit, provided that it shall remain responsible to the Client for its obligations hereunder. All intellectual property rights (including all rights, title, and interest in any copyrights, patents, rights to patents, patent applications and trademarks) in all reports, specifications, data, materials, inventions, improvements, techniques, know-how, software, documents or other work product of whatever nature and in whatever media produced by RTL (whether in conjunction with Client or otherwise) during the course of this Agreement shall belong to RTL, provided always that RTL will not own materials and information provided by Client. RTL shall grant to Client, a perpetual, non-exclusive, royalty-free licence to use work product it has created in the course of delivering the Services to Client.

21. Term and Termination. Each Order for Services shall commence on the date stated in the applicable Order and shall continue (subject to earlier termination) in relation to the Services until completion of the Services in accordance with the Order. Either party shall be entitled to terminate the Services with immediate effect in the event that the other is in material breach of its obligations, which if capable of remedy, have not been remedied within thirty (30) days of written notice from the non-breaching party. Upon such termination Client shall pay all outstanding invoices and all sums due to RTL in relation to the Services including without limitation sums due in respect of Services delivered but not yet invoiced at the date of termination.

22. Scope Modification. Any material modifications to the specification of the Services shall require execution of a written change order by both parties to this Agreement (a "Change Order") which shall specify the scope of the modification and the associated fees and time period for delivery. Each Change Order complying with this section shall be deemed to be an amendment to the applicable Order. Notwithstanding the foregoing, RTL shall not be liable (i) for errors and omissions of Client, including errors and omissions caused by or found in information relevant to the Services which RTL receives from or on behalf of Client, (ii) for any additional costs incurred by reason of Client having changed, altered, curtailed or modified the scope of the Services as set out in the Order without a Change Order executed by both parties, or (iii) by reason of the Client having failed to meet its obligations under this Agreement or the applicable Order.

23. Project Management. Each party shall appoint a Project Manager who shall be responsible for the co-ordination of all matters relating to the Services. All invoices, communications, documentation and materials relating to the project and sent by the parties shall be sent to the other's Project Manager. Each party shall notify the other promptly in the event of any change to those appointments.

IV. GENERAL

24. Limitation of Liability. IN NO EVENT SHALL RTL'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY OTHER CLAIM WHETHER IN CONTRACT, TORT, UNDER ANY INDEMNITY OR OTHERWISE ARISING OUT OF OR RELATING TO ANY LICENSES, SERVICES OR PRODUCTS PROVIDED BY RTL, ITS EXPERTS, SUBCONTRACTORS OR SOFTWARE SUPPLIERS (COLLECTIVELY ITS "RELATED PARTIES") EXCEED THE COST OF THE APPLICABLE FEES CHARGED BY RTL HEREUNDER DURING THE PRECEDING TWELVE (12) MONTHS. CLIENT'S RIGHT TO MONETARY DAMAGES UP TO SUCH AMOUNT SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CLIENT MAY HAVE AGAINST RTL OR ITS RELATED PARTIES, OFFICERS, DIRECTORS OR EMPLOYEES, *PROVIDED HOWEVER*, THAT NOTHING IN THIS AGREEMENT WILL OPERATE TO RESTRICT LIABILITY FOR DEATH OR BODILY HARM RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RTL. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9 ABOVE ALL SERVICES AND PRODUCTS FURNISHED BY RTL AND ITS RELATED PARTIES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND RTL EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER. THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN SECTION 9 ARE INDEPENDENT OF THE EXCLUSIVE REMEDIES SET FORTH IN SECTIONS 10, 11 AND 19, AND WILL SURVIVE AND APPLY EVEN IF THOSE HAVE BEEN FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

25. Consequential Damages Waiver. Neither RTL, its licensors, nor any of its Related Parties shall be liable for any lost profits, lost opportunity, lost savings, lost data or any special, indirect, exemplary, consequential or punitive damages of any kind whatsoever in any way arising from or relating to any of the Services or products provided by RTL or its Related Parties or by any failure to perform their obligations under this Agreement, regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if RTL had been advised of the possibility thereof.

26. Confidential Information. Neither party will disclose information provided by the other that (i) is identified by the other as confidential or (ii) would reasonably be deemed confidential including without limitation software code or other intellectual property, (hereafter "Confidential Information"), to any third party. The restrictions in this paragraph will not apply to any such information which: (a) was known to or readily ascertainable by proper means by the receiving party before disclosure by the disclosing party; (b) is or becomes available to the general public without fault or action of the receiving party; (c) is lawfully disclosed to the receiving party by a third party who is under no obligation of confidentiality to the disclosing party with respect to such information; or (d) is developed independently by the receiving party. The parties may disclose Confidential Information to their respective affiliates (being any entity that controls, is controlled by or is under common control with such party) where such affiliates require such disclosure to enable a party to fulfil

its obligations hereunder. The parties may disclose the other as licensor or licensee, as applicable, but neither party shall claim the other's endorsement or reveal the contents of this Agreement without the other's express written consent. Nothing in this Agreement shall operate to assign or transfer any such Confidential Information or intellectual property rights from one Party to the other. The parties acknowledge that any breach by either party of any of its obligations would result in irreparable injury to the other party. In seeking enforcement of any of these obligations, each party will, therefore, be entitled (in addition to other remedies and monetary damages) to injunctive and other equitable relief to prevent or restrain the breach of the Agreement. The provisions of this Section 26 shall survive the expiry or termination of this Agreement indefinitely.

27. Non-Solicitation. Neither party will, directly or indirectly, whether on its own behalf or on behalf of any third party, solicit or seek to solicit for employment (or to engage as an independent contractor) the other party's employees or persons who had been employed for the duration of this Agreement and for a period one (1) year thereafter; provided, however, that the foregoing shall not apply to solicitation made through public media or through employment agencies which did not directly target employees of a party.

28. Authorized Expenses. Authorized expenses consist of reasonable travel expenses, including airfare, car rental, mileage, taxi fees, meals and lodging, incurred by RTL in performing Services and providing products for Client. These expenses shall not include a mark-up from the actual cost incurred by RTL. Authorized Expenses incurred by RTL are not included in the fees and will be invoiced separately.

29. Payment. Client will pay all invoices issued by RTL within thirty (30) days of the date of invoice. Client will make all payments due under this Agreement without any deduction whether by way of set-off, recoupment, counterclaim, discount, abatement, tax withholding or otherwise and will pay or reimburse RTL for all sales, use, excise and other taxes and governmental charges which RTL is at any time required to pay or collect in connection with the sale, licensing or furnishing of products or services under this Agreement, excluding any corporation or income taxes based on RTL's earnings. Any amount not paid when due will accrue a late fee of one and one-half percent (1 ½ %) per month or the highest rate permitted by law, whichever is less, until fully paid.

30. Non-Waiver. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

31. Severability. Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

32. Notice. Any notice hereunder will be in writing and will be deemed to have been received when personally delivered, twenty-four (24) hours after it has been sent via overnight express courier, or seventy-two (72) hours after it has been deposited in the national mail system, registered or certified, postage pre-paid, properly addressed to the party to whom it is intended at the address set forth on the Order or at such other address of which notice is given in accordance herewith.

33. Choice of Law. This Agreement, and any disputes arising from or related to the subject matter of this Agreement, will in all respects be governed by, interpreted and construed in accordance with the laws of the State of *England and Wales*. Any action, other than an enforcement action, between RTL and Client will be exclusively venued in a court situated within that State. The parties hereby disclaim the applicability of the United Nations' Convention on the International Sale of Goods.

34. Assignment. Neither party may assign, delegate and/or otherwise transfer this Agreement or its rights and obligations, in whole or in part, to any person or entity without the prior written consent of the other, such consent not to be unreasonably withheld; provided that a party may assign this Agreement (in whole but not in part) without such prior consent in connection with any merger, sale of substantially all of its assets or stock, or any other corporate reorganization performed in good faith.

35. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

36. Force Majeure. Neither party shall be liable to the other, or be deemed to be in default of this Agreement, for any delay, interruption or failure in performance resulting from any cause or circumstance beyond the reasonable control of that party, including, without limitation terrorism, war, acts of government, natural disasters, or fire.

37. Entire Agreement. This Agreement, which comprises the Order and all relevant Exhibits incorporated by reference, sets forth the entire agreement and understanding between RTL and Client regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Client acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. This Agreement may not be modified or amended except by in writing signed by the party against whom the same is sought to be enforced. In the event of conflict between the provisions of this Agreement and any Order the provisions of such Order shall to the extent of such conflict take precedence (i) for purposes of that Order only and (ii) provided the Order has been executed by both parties. Notwithstanding the foregoing, should RTL choose to accept a purchase order issued by Client as an Order (or in connection with an Order) hereunder, any master, general, standard or other governing terms and conditions included with or appended to such purchase order shall be deemed invalid, and such purchase order shall be governed by the provisions of this Agreement.