

INFOTECHTION LIMITED

Standard Licensing Agreement

Preamble

This Standard Licensing Agreement (Agreement) is made on _____ between Infotechtion Limited (Infotechtion), a company incorporated under the laws of England and Wales with its registered office at 20, Wenlock Road, London N1 7GU and _____ (Details of the Customer) (Customer), both referred to as "Parties".

Whereas the said Agreement consists of Two parts. Part "A" deliberates upon the capabilities of Infotechtion's proprietary i-ARM software that are being licenced out to the Customer and the commercial terms whereas Part "B" expands on the terms applicable to capabilities of I-ARM listed in Part "A".

PART A

1.1 CONTRACT HIERARCHY AND INCORPORATION

1.1.1 These Licensing Terms and Conditions shall apply to and be expressly incorporated in any G-Cloud 15 Call-Off Contract, Statement of Work, and Order Form entered into between the parties.

1.1.2 In the event of any conflict between documents, the following order of priority shall apply:

1.1.2.1 The G-Cloud 15 Call-Off Contract (including Product Specification);

1.1.2.2 Any Statement of Work;

1.1.2.3 These Licensing Terms and Conditions (including all schedules);

1.1.2.4 The Data Processing Agreement (including any schedules);

1.1.2.5 Any other referenced documentation.

1.1.3 These Licensing Terms and Conditions supplement the G-Cloud 15 Call-Off Contract and the mandatory Public Sector Contract (PSC) General Terms. Where these Licensing Terms and Conditions expressly clarify or enhance Supplier's rights, they shall be deemed incorporated as "Supplier Terms" in the Order Form.

1.1.4 For avoidance of doubt, any proposal document or sales and marketing materials provided by Supplier are for information purposes only and shall not be incorporated into or form part of the Contract.

1.1.5 Any typographical, clerical, or other error or omission in any G-Cloud 15 Call-Off Contract or Order Form issued by Supplier shall be subject to correction without any liability on the part of Supplier.

1. PROPRIETARY SOFTWARE AND LICENCE GRANT

Infotechtion acknowledges and confirms that it is the sole owner and developer of the proprietary software known as I-ARM. Subject to the terms and conditions of this Agreement, Infotechtion hereby grants the Customer only a non-exclusive, non-transferable, non-sublicensable license to use I-ARM for the specified purposes set forth herein.

2. LICENSED CAPABILITIES

Infotechtion agrees to license to the Customer the following three capabilities of I-ARM for the Customer's use during the Term:

1. i.
2. ii.
3. iii.

3. LICENSE TERM

The license granted herein shall be valid for a period of three (3) years, commencing from the Effective Date of this Agreement, unless earlier terminated in accordance with the terms of this Agreement.

4. PAYMENT SCHEDULE

Year	Pricing excluding VAT	Invoicing Months
Y1		
Y2		
Y3		

5. PAYMENT TERMS AND ENFORCEMENT (MODIFIED - PHASE 1)

5.1 Invoice and Payment Due Date

(a) Supplier shall issue invoices in accordance with the applicable Order Form or G-Cloud 15 Call-Off Contract.

(b) Customer shall pay each invoice in full and in cleared funds to a bank account nominated in writing by Supplier within thirty (30) calendar days of the invoice date.

(c) All payments shall be made in pounds sterling unless otherwise specified in the Order Form.

(d) All amounts are exclusive of Taxes. Customer shall pay any applicable Taxes in addition to the invoice amount.

(e) If Customer is required by law to withhold or deduct any amount, Customer shall increase the payment to Supplier by the amount necessary to leave Supplier with the full invoice amount.

5.2 Time for Payment is of the Essence

Time for payment shall be of the essence of this Agreement. Payment must be received by the due date; payment in transit does not satisfy this obligation.

5.3 Late Payment Procedures

(a) If payment is not received by the due date, Supplier shall send written notice to Customer notifying Customer that payment is outstanding and requiring payment within ten (10) Business Days from the date of notice ("Payment Notice").

(b) If Customer fails to pay within the Payment Notice period, Supplier shall have the right to, without limiting any other remedies:

Suspend Performance: Suspend provision of all or any part of the Services and Licensed Software without liability to Customer. Supplier shall have no obligation to provide any Services while invoices remain unpaid.

Charge Interest: Charge interest on overdue amounts at an annual rate equal to 4% above the Bank of England base rate from time to time, calculated on a daily basis, commencing on the due date and continuing until fully paid, whether before or after judgment.

Terminate Immediately: Terminate this Agreement and all Orders immediately without further notice, and pursue all other available remedies at law or in equity.

5.4 Disputed Charges

(a) Customer shall notify Supplier in writing as soon as reasonably practicable and prior to the invoice due date of any disputed Charges.

(b) Where Customer does not notify Supplier prior to the invoice due date, it shall be deemed to accept the invoice in full.

(c) Customer's failure to pay disputed Charges shall not be deemed a breach of this Agreement, provided:

Customer notifies Supplier of the dispute prior to due date;

Customer pays the undisputed portion by the due date;

The dispute is resolved in accordance with Clause 19.12 (Dispute Resolution).

5.5 Cancellation Charges for i-ARM Software

(a) If Customer cancels the Services relating to i-ARM Software, Customer shall pay the following cancellation charges:

- a. **If cancellation takes effect between 6-10 Business Days of the commencement date:** One hundred percent (100%) of the total Charges for the applicable Service.
- b. **If cancellation takes effect after 10 Business Days of the commencement date:** Fifty percent (50%) of the total Charges for the applicable Service.

(b) Cancellation charges are in addition to any other fees or charges due under this Agreement.

5.6 Annual True-Up and Usage Adjustments

(a) Annually, upon the anniversary of the applicable Order Form, Customer shall provide Supplier a statement (the "Annual True-Up Statement") identifying the greatest number of terabytes under management by the Licensed Software since the last reported usage, with reasonably sufficient documentation to support the statement.

(b) If reported usage exceeds the number of Authorized terabytes, Customer shall pay any additional license and support fees due as a result of the overage within thirty (30) days of Supplier's invoice.

(c) If reported usage is less than the number of Authorized terabytes, Supplier shall issue a credit memo for the overage, which may be applied to future invoices or refunded at Supplier's discretion.

5.6 Expense Recovery

(a) Where Charges are calculated on a time and materials or Agile basis, Supplier shall be entitled to charge Customer for any expenses reasonably incurred by Supplier personnel in connection with the Services, including:

Travelling expenses (flights, rail, car hire, fuel);

Hotel and accommodation costs;

Subsistence and meal allowances;

Third-party service costs required for Services performance;

Materials and equipment costs.

(b) All expenses shall be agreed between the parties in writing prior to being incurred.

(c) Supplier shall provide documentation (receipts, invoices) supporting all expense claims.

5.8 No Set-Off or Counterclaim

(a) Customer shall pay each invoice in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).

(b) Customer's right to dispute Charges is limited to the dispute resolution procedure in Clause 19.12 and shall not entitle Customer to withhold payment of undisputed amounts.

6. TERM AND RENEWAL

6.1 License Term

(a) The License Term shall be as specified in the applicable Order Form or G-Cloud 15 Call-Off Contract, commencing on the Effective Date.

(b) Unless otherwise specified in an Order Form, the License will automatically renew for an additional period as specified in the Order Form (or one (1) year if not specified), unless either party provides written notice of non-renewal at least ninety (90) days prior to expiration of the then-current term.

(c) Notwithstanding the auto-renewal provision, either party may terminate this Agreement upon written notice when no uncompleted Orders or G-Cloud 15 Call-Off Contracts remain, provided that Customer shall remain liable for all Charges due through the end of the current billing period.

6.2 Termination for Convenience

(a) Subject to Clause 6.1(c), either party may terminate this Agreement with written notice as specified in the applicable Order Form or G-Cloud 15 Call-Off Contract.

(b) If no termination notice period is specified, either party may terminate with thirty (30) days written notice, provided that Customer shall remain liable for all Charges and cancellation fees due through the notice period.

7. APPLICABLE JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales, without regard to its conflict of law principles.

PART B

1. DEFINITIONS

1.1 Authorised Systems

"Authorised Systems" means computer systems, storage devices and networks owned, operated or under the supervision and control of Customer for which licenses have been purchased under this Agreement.

1.2 Authorised Users

"Authorised Users" means any employees, agents or independent contractors of Customer that are licensed and authorized to access and use the Licensed Software, solely for Customer's internal purposes; provided that, any agent or independent contractor shall not be an Authorised User unless and until such agent or independent contractor has entered into a binding contractual agreement with Customer, which agreement is no less protective of Infotechtion and its proprietary rights than the terms of this Agreement.

1.3 Covered Application

"Covered Application" means, collectively, any proprietary software application(s) that form(s) a part of the Licensed Software, for which Customer is then current on all applicable maintenance and support fees.

1.4 Documentation

"Documentation" means Infotechtion's standard user manuals and/or related documentation generally made available to licensees of the Licensed Software.

1.5 Eligible Customer Personnel

"Eligible Customer Personnel" means up to two (2) Customer personnel designated by Customer to receive Technical Support from Infotechtion.

1.6 Licensed Software

"Licensed Software" means Infotechtion proprietary software application(s).

1.7 Order Form

"Order Form" means the ordering documents for purchases of Licensed Software hereunder, that are entered into between Customer and Infotechtion from time to time under this Agreement. Order Forms shall be deemed incorporated herein by reference.

1.8 Software Error

"Software Error" means any material nonconformity of the Covered Application with the Documentation reported by to Infotechtion by Eligible Customer Personnel, for which Infotechtion has confirmed that Customer has provided enough information for Infotechtion to replicate the nonconformity on a computer configuration that both comparable to the Authorised System and is under the control of Infotechtion.

1.9 Software Update

"Software Update" means any version of the Covered Application, developed subsequent to the Effective Date, which implements minor improvements or augmentations, or which corrects failures of the Covered Application to materially conform to the then-current Documentation.

1.10 Software Upgrade

"Software Upgrade" means any version of the Covered Application, developed subsequent to the Effective Date of this Agreement, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the Covered Application, but which does not constitute merely a Software Update (as determined by Infotechtion), and which is not marketed by Infotechtion as a separate product and/or service.

1.11 Technical Support

"Technical Support" means the provision of responses by qualified Infotechtion personnel to questions from Eligible Customer Personnel related to use and operation of the Covered Application, including basic instruction or assistance related to functional errors in the Covered Application.

1.12 Third Party Software

"Third Party Software" means third party applications licensed to Infotechtion for use in connection with the Infotechtion Applications, as identified in the applicable Order Form.

2. LICENCE GRANT

2.1 Software License

Subject to the terms and conditions of this Agreement, Infotechtion hereby grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right and license during the License Term specified on the applicable Order Form to: (i) install and operate the Licensed Software listed in the Order Form on Authorised Systems solely in accordance with applicable, standard Documentation provided by Infotechtion; (ii) permit Authorised Users to access and use the Licensed Software for Client's internal business purposes and authorised clients or customers.

2.2 Documentation License

Subject to the terms and conditions of this Agreement, Infotechtion hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license during the License Term specified on the applicable Order Form to: (i) access and use the Documentation provided by Infotechtion for the purposes of installing and operating the Licensed Software in accordance with the Master Agreement; and (ii) make copies of the Documentation provided by Infotechtion, solely for use by individual Internal Users or authorised client/customer's users. Customer acknowledges that no rights are granted to modify, adapt, translate, publicly display, publish, create derivative works or distribute the Documentation (except for internal distribution to Internal Users or Customer's client's use).

2.3 Copies

Customer may, at its own expense, make one (1) copy of the Licensed Software solely for archival or back-up purposes. Customer may make additional copies of the Licensed Software only with the express written permission of Infotechtion. Customer shall maintain a log of the location of all originals and copies of the Licensed Software.

2.4 No Source Code

Nothing in this Agreement shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the Licensed Software or any portion thereof is compiled or interpreted.

2.5 Delivery

As soon as commercially practicable after the Effective Date of this Agreement, Infotechtion shall deliver electronically to Customer the Licensed Software and the Documentation. Notwithstanding

any provision under a separate Addendum which may require Infotechtion to perform certain services in the nature of installation of the Licensed Software or configuration of Customer's computers, networks or other systems, for purposes of this Agreement delivery shall be deemed complete upon receipt by Customer of the Licensed Software and Documentation (the "Delivery Date").

2.6 Annual True-Up

Annually, upon the anniversary of the applicable Order Form, Customer shall provide Infotechtion a statement (the "Annual True-Up Statement") identifying the greatest number of terabytes under management by the Licensed Software since the last reported usage, and reasonably sufficient documentation to support the statement. In the event the reported usage exceeds the number of Authorised terabytes, then Customer shall pay any additional license and support fees due as a result of the overage.

2.7 Audit Rights

During the term of this Addendum, and for a period of twelve (12) months beyond the expiration or termination thereof, Infotechtion will have the right, at its own expense, upon forty-five (45) calendar day's prior written notice, to inspect and audit Customer's use of the Licensed Software and Documentation for purposes of determining Customer's compliance with the terms and conditions herein. Customer agrees to cooperate with Infotechtion in the performance of any such audit, and shall provide to Infotechtion such access to Customer's relevant records, data, information, personnel and/or facilities as Infotechtion may reasonably request for such limited purposes. In the event the audit reveals that Customer has not complied with the limitations, restrictions, or termination provisions of this Addendum and its associated Order Forms, Customer shall promptly pay the expenses incurred and the correct license and support and/or software assurance fees, as applicable, for the period(s) in which Customer was not compliant with the limitations, restrictions, or termination provisions of this Addendum and its associated Order Forms, plus an additional ten percent (10%) of all amounts due.

3. RESERVATION OF RIGHTS; OWNERSHIP

All rights not expressly granted in this Addendum are reserved by Infotechtion and its licensors. Customer acknowledges that: (i) all Licensed Software and Documentation is licensed and not sold; (ii) Customer acquires only the right to use the Licensed Software, and Infotechtion and its third party licensors shall retain sole and exclusive ownership and all rights, title, and interest in, including IP Rights embodied or associated with, the Licensed Software, and all copies, modifications and derivative works thereof (whether developed by Infotechtion, Customer or a third party); and (iii) the Licensed Software, including the source and object codes, logic and structure, constitute valuable trade secrets of Infotechtion and its third party licensors. Customer further acknowledges that Infotechtion retains the right to use the Licensed Software for any purpose in Infotechtion's sole discretion.

4. GENERAL RESTRICTIONS AND LIMITATIONS

4.1 Prohibited Uses

Customer will not use the Licensed Software or Documentation for any purposes beyond the scope of the licenses granted in this Agreement. Without limiting the foregoing, Customer will not: (i) authorise or permit use of the Licensed Software or Documentation by persons other than Authorised Users; (ii) market or distribute the Licensed Software or the Documentation; (iii) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Addendum; (iv) use the Licensed Software in any time-sharing or service

bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party; provided, however, that Customer's use of the Licensed Software to provide services to its members and to members of the general public shall not be considered to be the operation of a service bureau within this Section or otherwise considered to be prohibited under the Agreement; (v) modify or create any derivative works of the Licensed Software (or any component thereof) or Documentation, except for internal business purposes as contemplated in the Documentation and in part (vi) of this Section 4.1; (vi) combine or integrate the Licensed Software with, software or technology not provided to Customer by Infotechtion hereunder, except by means of data exchange and/or dynamic function calls via the APIs or web services of the Licensed Software as expressly contemplated in the Documentation as necessary for ordinary operation of the Licensed Software as contemplated herein; or (vii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or derive the source code from which any component of the Licensed Software are compiled or interpreted.

4.2 Authorised Users

Customer shall be responsible for all acts and omissions of Authorised Users in use of the Licensed Software. Any act or omission by an Authorised User in use of the Licensed Software which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorised Users aware of the provisions of this Agreement applicable to such Authorised User's use of the Licensed Software under this Agreement, and shall not authorise or knowingly permit use of the Licensed Software by any Authorised Users inconsistent with this Agreement.

4.3 Third-Party Restrictions

Customer shall undertake all measures reasonably necessary to ensure that its use of the Licensed Software and the Documentation complies with any third-party license terms or restrictions set forth in the applicable Order Form.

4.4 Compliance with Laws

Subject to Clause 7 in Part "A" each of the Parties shall undertake all measures necessary to ensure that its use of the Licensed Software and the Documentation complies in all respects with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the Parties, the Licensed Software or the Documentation, including, without limitation, by means of obtaining any permits, licenses and/or approvals required with respect to export regulations promulgated by the any department of the government of United States of America. Customer acknowledges that Infotechtion makes no representation or warranty that the Licensed Software may be exported without appropriate licenses or permits under applicable law, or that any such license or permit has been, will be or can be obtained.

4.5 Proprietary Notices

Customer shall duplicate all proprietary notices and legends of Infotechtion and its suppliers or licensors upon any and all copies of the Licensed Software and Documentation made by Customer. Customer shall not remove, alter or obscure any such proprietary notice or legend from the Licensed Software or Documentation, or any copies thereof.

5. MAINTENANCE AND SUPPORT

5.1 Technology Maintenance

5.1.1 Procedural Workarounds and Error Corrections

Provided that (i) Customer, acting through Eligible Customer Personnel, properly reports a Software Error and (ii) Customer has paid all fees due under this Agreement, Infotechtion will use its commercially reasonable efforts to either correct or develop workarounds for Software Errors in accordance with the Handbook (defined herein); provided, however, if Infotechtion determines in good faith that any such Software Error is the result of errors or misstatements in the Documentation, Infotechtion shall correct such non-conformity solely by amending the Documentation, as necessary, and providing notice to Customer of such amendment.

5.1.2 Software Updates

From time to time Infotechtion may, in its discretion, develop Software Updates. Infotechtion will make such Software Updates available to Customer, by the same means or methods by which the relevant Covered Application is made available, provided that Customer has paid all fees due under this Agreement. Any such Software Updates provided hereunder will be deemed to constitute part of the Licensed Software and will be subject to all the terms and provisions the Master Agreement, including, without limitation, terms and provisions related to licenses, usage restrictions and ownership. Infotechtion is not under any obligation to develop any future programs or functionality.

5.2 Technical Support

5.2.1 Technical Support Policies and Procedures

Infotechtion will provide Technical Support to Customer (acting through its Eligible Customer Personnel) in accordance with the Maintenance and Support Service Level Agreement, if agreed in writing. Infotechtion reserves the right to modify these terms from time-to-time and, other than immaterial changes and corrections, will give Customer reasonable notice of modifications to these terms. Where no Maintenance and Support Service Level Agreement is entered upon, Infotechtion reserves the right to accommodate the Customer with support service as it deems appropriate.

5.2.2 Eligible Customer Personnel

Customer may designate up to two (2) Eligible Customer Personnel and Customer shall designate one of the Eligible Customer Personnel as the sole individual who sets priorities with Infotechtion for support. Eligible Customer Personnel must be knowledgeable about the Covered Application and are assumed to have a baseline understanding of reported Software Errors and the ability to reproduce the error. Customer has the right to substitute personnel at any time by written notice to Infotechtion (which may include notice by email or other electronic transmission).

5.2.3 Customer Access

Customer, acting through its Eligible Customer Personnel, shall provide such information and/or access to Customer resources as Infotechtion may reasonably require in order to provide Technical Support under this Agreement, including, without limitation, access via the Internet or via direct modem or VPN connection to relevant Customer servers, minimally intrusive access to Customer facilities, and/or access to, and assistance of, Customer personnel who possess information required by Infotechtion for purposes of performing its obligations hereunder. Infotechtion shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform its obligations under this Section 5.2.3.

5.3 Limitations

5.3.1 Eligible Customer Personnel

Infotechtion shall have no obligation to provide Technical Support, by any means, to any entity or individual other than Eligible Customer Personnel.

5.3.2 Infotechtion Corporate Holidays

Infotechtion shall have no obligation to provide Technical Support during any Infotechtion Corporate Holiday, which, as of the Effective Date of this Agreement, include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. Infotechtion reserves the right to change its corporate holidays from year-to-year and will use its commercially reasonable efforts to notify Customer of any such changes.

5.3.3 Technical Support Exemptions

Unless otherwise agreed by the Parties, Infotechtion shall have no obligation to provide Technical Support with respect to any Software Error resulting from: (i) use of the Covered Application other than according to the terms of this Agreement; (ii) any modification of the Covered Application created by Customer or any third party; or (iii) any combination or integration of the Covered Application with hardware, software and/or technology not approved by Infotechtion, except to the extent such combination is contemplated under this Agreement or unless Customer can demonstrate that the Software Error(s) exist irrespective of any conditions set forth in this Section 5.3.3. If any of the foregoing conditions apply, Infotechtion will use commercially reasonable efforts, upon Customer's request, to provide Technical Support as provided for in this Agreement at Infotechtion's prevailing and usual hourly rates.

5.3.4 Version Requirements

Infotechtion shall not be required to provide Technical Support for any version of a Covered Application that was made generally available by Infotechtion more than twenty-four (24)-months prior to the applicable request for Technical Support.

5.3.5 Compliance with Third-Party Constraints

Infotechtion shall not be required to provide Technical Support to the extent the provision thereof would violate Infotechtion's obligations to, or the IP Rights of, its third party licensors and suppliers.

6. LIMITATION ON LIABILITY

EXCEPT FOR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER OR WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, INFOTECHTION'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM OR ANY LICENSED SOFTWARE OR TECHNICAL SUPPORT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO INFOTECHTION PURSUANT TO THIS ADDENDUM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION FOR THE LICENSED SOFTWARE OR TECHNICAL SUPPORT UPON WHICH DAMAGES OR COSTS ARE BASED. CUSTOMER HEREBY RELEASES INFOTECHTION FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS ADDENDUM. INFOTECHTION'S ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 7 AND THIS SECTION 7 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS ADDENDUM.

7. WARRANTIES AND LIMITATIONS

7.1 Software Warranty

Infotechtion warrants that the Licensed Software will conform in all material respects to the Documentation for a period of one hundred eighty (180) days following the Effective Date.

7.2 Remedies

Customer will notify Infotechtion in writing of any non-conformity with the warranty specified in Section 7.1, which notice shall include a detailed description of the non-conformity such that Infotechtion can reproduce the non-conformity. Upon receipt of such written notice, Infotechtion shall, at its expense, promptly repair, replace or modify the affected Licensed Software so that it is compliant. If Infotechtion determines that it is not commercially feasible to repair, replace or modify the affected Licensed Software so that it is compliant, Infotechtion may terminate the license to use the non-confirming Licensed Software and pay Customer a refund equal to the License Fees paid for the non-confirming Licensed Software, depreciated on a five-year straight-line basis. THIS SECTION 7.2 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET FORTH IN SECTION 7.1 ABOVE.

7.3 Exclusions

The limited warranty in Section 7.1 is void and shall not apply if: (i) the Licensed Software is not used in accordance with the Documentation or this Addendum; (ii) the non-conformity results from accident, abuse, misuse or misapplication of the Licensed Software; (iii) the Licensed Software has been customized, modified, enhanced or altered (other than by Infotechtion); (iv) the Licensed Software is used in combination or integration with hardware, software and/or technology not approved by Infotechtion; or (v) Customer is not using the most recent Support Updates to the Licensed Software.

7.4 Third Party Software

Infotechtion represents and warrants that it has obtained valid licenses to use and to license to Customer all third party products provided to Customer hereunder.

7.5 Limitation of Warranties and Liability

INFOTECHTION MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS SECTION 8. THIS ADDENDUM IS SUBJECT TO ALL OF THE DISCLAIMERS, AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 7 AND 8 OF THE MASTER TERMS. WITHOUT LIMITING THE FOREGOING, CUSTOMER AGREES THAT INFOTECHTION WILL HAVE NO LIABILITY UNDER THIS ADDENDUM FOR ANY FAILURE OR DELAY IN PERFORMING ARISING DIRECTLY FROM A MATERIAL FAILURE BY CUSTOMER TO PERFORM ITS OBLIGATIONS HEREUNDER.

8. TERM; TERMINATION

8.1 Term

This Addendum shall become effective upon the Effective Date hereof and shall continue in effect unless and until it is earlier terminated in accordance with this Section 8.

8.2 Subscription License Term

The Subscription License Term shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, the Subscription License will automatically renew for an additional one (1) year period, unless either Party provides notice of non-renewal at least ninety (90) days prior to the expiration of the relevant Subscription License Term.

8.3 Termination for Breach

Either Party may, at its option and subject to this Agreement, terminate this Agreement in the event of a material breach by the other Party.

8.4 Effect of Termination

Upon any termination of this Agreement, Customer shall (i) immediately discontinue all use of the Licensed Software and Documentation; and (ii) promptly pay to Infotechtion all amounts due and payable under this Agreement.

8.5 Survival

The provisions of Sections 2.6, 3, 6, 7.5, 8.3 and 8.4 will survive termination of this Agreement.

9. BUYER DEFAULT AND SERVICE SUSPENSION

9.1 Definition of Buyer Default

(a) "Buyer Default" means any act or omission by Customer, its agents, subcontractors, consultants, employees, or any third party appointed by Customer that prevents, hinders, or delays Supplier's performance of any obligation under this Agreement or the applicable Order Form.

(b) Buyer Default includes, but is not limited to:

- Failure to provide required information, access, or cooperation;
- Failure to provide timely access to Customer systems, facilities, or personnel;
- Failure to comply with Supplier's reasonable requests for documentation or cooperation;
- Failure to obtain necessary licenses, consents, or approvals;
- Failure to provide required Customer Equipment or materials;
- Failure to designate Authorized Users or Customer Representatives;
- Failure to comply with health and safety requirements;
- Acts or omissions of Customer's third-party service providers.

9.2 Notice of Buyer Default

Upon becoming aware of a Buyer Default, Supplier shall promptly provide written notice to Customer identifying: (a) The nature of the Buyer Default; (b) The specific obligation affected; (c) The impact on Supplier's performance; (d) The required remedial action; (e) The deadline for remedy (not less than ten (10) Business Days).

9.3 Service Suspension

(a) If Customer has not remedied the Buyer Default within ten (10) Business Days of the notice from Supplier (the "Notice End Date"), Supplier shall have the right to, without limiting any other right or remedy available:

Suspend Performance: Suspend provision of all or any part of the Services and Licensed Software without liability to Customer until the Buyer Default is remedied.

Extension of Time: Claim an extension of time to perform its obligations equal to the period of delay caused by the Buyer Default, plus an additional ten (10) Business Days for recovery and re-mobilization.

Cost Recovery: Recover from Customer any additional costs and expenses incurred by Supplier in providing the Services as a result of non-performance or delay caused by the Buyer Default, including but not limited to: Personnel costs (including overtime, weekend work); Travel and accommodation costs; Third-party service costs; Equipment and material costs; Project delay costs; Re-planning and re-mobilization costs.

9.4 Continued Suspension

(a) Suspension shall continue until Customer has fully remedied the Buyer Default and provided written confirmation of remedy to Supplier.

(b) Supplier shall resume Services within two (2) Business Days of receiving confirmation of remedy, provided that Supplier shall have no liability for any delay in resumption due to Customer's actions.

9.5 Cumulative Remedies

(a) Supplier's right to suspend Services is in addition to, and not exclusive of, any other rights or remedies available at law or in equity.

(b) Suspension does not waive Supplier's right to claim damages for the Buyer Default or to terminate this Agreement under Clause 8 (Termination for Cause).

9.6 No Liability for Suspension

(a) Supplier shall have no liability to Customer for any suspension of Services or failure to perform during the suspension period.

(b) Customer shall remain liable for all Charges due under this Agreement during any suspension period.

(c) Suspension shall not affect Customer's obligation to pay invoices or any other payment obligations.

10. NON-SOLICITATION AND EMPLOYMENT (NEW - PHASE 2)

10.1 Non-Solicitation Restriction

(a) Customer shall not, without the prior written consent of Supplier, at any time from the Services Start Date through the expiration of twelve (12) months after completion of the Services (the "Restricted Period"), directly or indirectly:

- Solicit, entice, or encourage away from Supplier;
- Employ or attempt to employ;
- Engage as a consultant or subcontractor;
- Cause or permit to be solicited, enticed, or employed;

any person who is, or has been, engaged as an employee, consultant, or subcontractor of Supplier in the provision of the Services.

10.2 Consent and Penalty

(a) Any consent given by Supplier in accordance with Clause 10.1 shall be subject to Customer paying to Supplier a sum equivalent to:

Forty percent (40%) of the then-current annual remuneration of Supplier's employee, consultant, or subcontractor; or
If higher, forty percent (40%) of the annual remuneration to be paid by Customer to that employee, consultant, or subcontractor.

(b) This payment shall be due within thirty (30) days of Supplier's invoice and is in addition to any other fees or charges under this Agreement.

10.3 Breach and Remedies

(a) Customer acknowledges that breach of this Clause 10 would cause Supplier irreparable harm for which monetary damages are an inadequate remedy.

(b) In addition to the payment required in Clause 10.2, Supplier shall be entitled to:

Injunctive relief to prevent or restrain breach;
Recovery of all costs and expenses incurred in enforcing this Clause, including legal fees;
Termination of this Agreement and all Orders with immediate effect;
Recovery of damages for any harm caused by the breach.

10.4 Scope

(a) This Clause 10 applies to all Supplier personnel, regardless of whether they directly performed Services for Customer or supported the Services in any capacity.

(b) This Clause 10 survives termination of this Agreement and any individual Orders.

10.5 Permitted Actions

(a) This Clause 10 does not prohibit Customer from:

Hiring Supplier personnel who respond to general job advertisements not specifically targeted at Supplier personnel;
Hiring Supplier personnel after the Restricted Period expires;
Hiring Supplier personnel with Supplier's prior written consent.

11. CHANGE REQUEST AND CHANGE ORDER PROCEDURE (NEW - PHASE 2)

11.1 Scope of Change Management

(a) This Clause 11 applies to any requested change to the Services, Licensed Software, deliverables, timelines, resource allocation, or any other material term of this Agreement or the applicable Order Form.

(b) Changes include, but are not limited to:

- Modifications to Service scope or deliverables;
- Changes to resource allocation or staffing;
- Changes to timelines or milestones;
- Changes to technical specifications or requirements;
- Changes to acceptance criteria;
- Changes to pricing or payment terms.

11.2 Change Request Initiation

(a) Either party may request a change to the Services by submitting a written Change Request to the other party.

(b) The Change Request shall include:

- Clear description of the proposed change;
- Reason or business justification for the change;
- Impact on Services, timeline, and resources;
- Proposed implementation approach;
- Estimated cost and schedule impact;
- Proposed effective date.

11.3 Change Request Response Timeline

(a) Upon receipt of a Change Request, the receiving party shall acknowledge receipt within two (2) Business Days.

(b) Within ten (10) Business Days after receipt of the Change Request, the receiving party shall provide:

- Its proposed amendments to the Change Request;
- Its assessment of feasibility and impact;
- Its proposed cost and schedule adjustments;
- Any concerns or risks identified.

11.4 Good Faith Discussion and Negotiation

(a) The parties shall discuss in good faith the proposed Change Request and any proposed amendments to reach agreement.

(b) Discussions shall be conducted between authorized representatives with decision-making authority.

(c) All discussions regarding a proposed Change Request before a Change Order is agreed shall be without prejudice to the rights of either party.

11.5 Change Order Approval and Effectiveness

- (a) A Change Request shall only become a binding "Change Order" when it has been approved by both parties and signed by duly authorized representatives of both parties.
- (b) Until a Change Order is fully signed by both parties, the parties shall continue to perform their respective obligations under the existing Agreement without taking into account the proposed Change Request.
- (c) Once duly signed, Change Orders shall be deemed incorporated into this Agreement and shall form part of the applicable Order Form.

11.6 Cost Allocation for Changes

- (a) Each party shall bear its own costs of preparing any Change Request.
- (b) The costs of implementing a Change Order shall be borne as set out in the Change Order itself.
- (c) If the Change Order does not specify cost allocation, the following default rules shall apply:
 - 6 If Supplier proposes the change: Supplier bears implementation costs;
 - 7 If Customer proposes the change: Customer bears implementation costs;
 - 8 If both parties propose jointly: Costs are shared equally unless otherwise agreed.
- (d) All cost estimates are subject to adjustment based on actual time and materials expended, with final costs invoiced by Supplier.

11.7 No Obligation to Accept Changes

- (a) Neither party is obliged to accept any proposed Change Request.
- (b) If the parties cannot reach agreement on a proposed Change Request, the proposed change shall not be implemented, and the parties shall continue to perform their obligations under the existing Agreement.
- (c) Rejection of a Change Request shall not be deemed a breach of this Agreement by either party.

11.8 Urgent Changes

- (a) If either party believes a change is urgent and cannot wait for the standard change management process, the parties may agree to expedited change procedures.
- (b) Expedited changes must be approved in writing by authorized representatives of both parties and shall be subject to the same terms as standard changes.

11.9 Change Order Incorporation

- (a) All approved Change Orders shall be incorporated into the applicable Order Form and shall supersede any conflicting terms in the original Order Form.
- (b) In the event of conflict between a Change Order and the original Order Form, the Change Order shall prevail.

11.10 Scope Creep Prevention

- (a) Customer acknowledges that the Services are limited to those specified in the applicable Order Form.
- (b) Any work performed outside the scope specified in the Order Form shall be deemed a change requiring a Change Order.

(c) Supplier shall have no obligation to perform work outside the specified scope unless a Change Order has been executed.

(d) If Supplier performs work outside the specified scope at Customer's request, Supplier shall be entitled to charge Customer for such work at Supplier's then-current rates.

SIGNATURE BLOCK

The Parties have caused their duly authorised representatives to execute this Agreement as of the dates set forth below.

Customer	Infotechtion
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Company: _____	Company: Infotechtion Limited