REDOPTIMA LTD. ("REDOPTIMA")
LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING REDOPTIMA SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

RedOptima is willing to license the software program ("Program(s)") identified below to the entity identified below or during registration ("you" or "Licensee") in order to access the service provided by RedOptima ("the Services") as stated in our invoices to you, upon the condition that you accept all the terms contained in this license agreement ("Agreement"). Indicate acceptance by either signing or selecting the "Accept" button at the bottom of the Agreement if applicable. If you are not willing to be bound by all the terms, select the "Decline" button at the bottom of the Agreement and the download or install process will not continue. No conflicting terms contained in any Licensee purchase order or other document shall have any effect.

THIS IS A LICENSE AND NOT A SALE

1 License

1.1 Subject to the terms and conditions of this Agreement, RedOptima grants solely for use by the entity of record as determined by RedOptima, a revocable, non-exclusive, non-transferable, non sub-licensable license for the Term to access and use the Program and the Services solely for the purposes determined by RedOptima, at the site specified in the applicable RedOptima business records and solely to access the Services.

1.2 RedOptima shall retain all rights to its Program and Services (including without limitation any materials or code provided as part of the Services), technologies, information, trade secrets, know how, intellectual property, information and data generated by RedOptima or RedOptima's systems, whether pre-existing, or created after the start of this Agreement, including any modifications, enhancements and derivatives thereof (including, without limitation, metrics, data and information generated by such Program and Services), without regard to the basis of such modifications, enhancements or derivations, including all worldwide intellectual property and proprietary rights therein. No implied licenses are granted herein to any of the foregoing. Nothing in this Agreement will be deemed to grant Licensee any ownership rights, licence rights, or interests of any kind in RedOptima's Programs, products, or technology or in any of RedOptima's intellectual property or proprietary rights. All proprietary rights and trade secrets in the Program, the Services and any aggregated benchmark data derived from Customer Data and all copies (in whole or part) shall be the exclusive property of RedOptima (and its licensors), and are protected by the laws of the United States, the United Kingdom, the European Union and international treaty provisions. Licensee may not change any of the Programs or Services. Without limiting the foregoing, in the event of any change, modification, extension or correction thereof, Licensee hereby irrevocably assigns to RedOptima by way of present and future assignment with full title guarantee any and all rights it may be deemed to have in any such change, modification, extension or correction, and agrees to execute all documents necessary to implement and effect such assignment.

1.3 Neither this Agreement nor any licenses granted hereunder may be assigned, sub-licensed or otherwise transferred or used for the benefit of third parties without the prior written consent of RedOptima.

1.4 Licensee may not use, copy, alter, merge, adapt, modify, rent, or lease the Program, or any copy thereof, in whole or in part, except as expressly provided in this Agreement or under applicable statutes. Except to the extent applicable statutory law specifically prohibits such restrictions, Licensee shall not reverse engineer or decompile the Program for any reason. Neither Licensee nor its personnel who have access to the Programs may use the Programs to design software with similar or competitive functionality for distribution to third parties.

1.5 Licensee may not create internet links to the Service or frame or mirror any content on any other device.

1.6 The Service offers integration capabilities via remote connectors installed on your organization's servers. The number of data acquisition events you can trigger for your account is limited to three per day. This restriction is put in place to ensure that there is no degradation of your own Service or the Service RedOptima provides to other users.

1.7 Licensee acknowledges that the Program includes certain third party software for which RedOptima has obtained the right to sub-license to Licensee under all the terms hereof save as set out expressly herein.

2 License Fees

2.1 Unless expressly stated in any signed license agreement, Licensee shall pay the non-refundable license fees for the Programs and Services set out in the applicable invoice within 30 (thirty) days of the date of such invoice. Upon payment of the applicable license fees RedOptima will enable the Program and Services. Past due amounts owed by the Licensee shall bear interest at a rate of 1.5% (one and a half percent) per month or the maximum allowed under applicable law. Licensee also shall be responsible for all reasonable costs incurred in the collection of past due amounts owed by Licensee and all taxes and duties, including but not limited to any local sales taxes, withholding taxes or use taxes, or import or export duties, assessed in connection with the licensing of the Program (except for any taxes based on RedOptima's net income).

2.2 RedOptima charges and collects in advance for use of the Services. RedOptima will automatically renew and bill your credit card or issue an invoice to you each year on the subsequent anniversary or as otherwise mutually agreed. The renewal charge will be the license fee in effect during the prior term, unless RedOptima has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter.

2.3 In addition to any other rights granted to RedOptima herein, RedOptima reserves the right to suspend or terminate this Agreement and your access to the Service if your account falls into arrears.

3 Confidentiality and Data

3.1 The Program and Service contains certain confidential information of substantial value to RedOptima. Except as expressly permitted herein, Licensee shall not use or disclose said confidential information, or cause it to be disclosed, to any third party.

3.2 No benchmark results nor results of any functional testing or evaluation of the Program shall be disclosed to any third party or used for any purpose other than to facilitate Licensee's internal use of the Program.

3.3 RedOptima does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You are a Data Controller under applicable Data Protection Legislation, and you warrant that you have complied and shall continue to comply with applicable law in relation to any Customer Data provided to RedOptima or used in conjunction with the Services. You, not RedOptima, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and RedOptima shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Customer Data shall be used by RedOptima to perform its obligations under this Agreement; provided, however, that nothing contained herein shall preclude RedOptima from using data obtained from Customer Data for the purpose of data compilation, statistical analyses, and Customer acknowledges that notwithstanding the termination of this Agreement, non-attributable irrevocably anonymised aggregated data will persist in RedOptima's global benchmarks. In the event this Agreement is terminated (other than by reason of your breach), RedOptima will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. RedOptima reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use the Program, Services and Customer Data immediately ceases, and RedOptima shall have no obligation to maintain or forward any Customer Data.

3.4 By proceeding to use our service you consent that we may process the personal data that we collect from you in accordance with our policies. Please address any questions, comments and requests regarding our data processing practices to your RedOptima contact.

4 Limited Warranty and Disclaimer

4.1 RedOptima warrants that prior to delivery of the Program to Licensee, RedOptima has used commercially reasonable efforts to prevent the Program and any modified or enhanced versions of the Program prepared by, or at the direction of, RedOptima, from being infected with, any "worms", "viruses", "Trojan Horses", "protect codes", "data destruct keys" or other programs or programming devices that might be used to access, modify, delete or damage the Program, or other software, computer hardware or data of Licensee.

4.2 Licensee's sole and exclusive remedy for breach of any of the above warranties shall be, at RedOptima's option, the repair or replacement of the Program.

4.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4 AND NOTWITHSTANDING ANY OTHER TERMS IN THIS AGREEMENT, REDOPTIMA MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PROGRAMS, OR MAINTENANCE TO BE SUPPLIED BY REDOPTIMA, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. REDOPTIMA DOES NOT WARRANT THAT ANY PROGRAMS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ANY PROGRAMS CAN BE CORRECTED.

4.4 REDOPTIMA'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. REDOPTIMA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. REDOPTIMA DOES NOT WARRANT THAT THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4.5 Licensee hereby warrants that it has not been induced to enter into this Agreement by any prior representations whether oral or in writing except as expressly contained in this Agreement and hereby waives claim for breach of any such representations which are not so expressly mentioned.

5 Exclusion, Limitation on Liability

IN NO EVENT SHALL REDOPTIMA BE LIABLE FOR ANY LOSS OF PROFITS, USE, BUSINESS, DATA OR INFORMATION, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM LOSS OF ANTICIPATED SAVINGS OR LOST DATA, EVEN IF REDOPTIMA HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY AND ALL CLAIMS BY ANY THIRD PARTIES.

THE AGGREGATE LIABILITY OF REDOPTIMA HEREUNDER WHETHER IN CONTRACT OR IN TORT SHALL IN NO EVENT EXCEED FEES PAID BY LICENSEE OVER THE PRECEDING 12 (TWELVE) MONTHS.

6 Indemnity

6.1 RedOptima shall indemnify Licensee for any claim, demand or cause of action by a third party ("Demand") to the extent that it is based upon a claim that the Programs infringe any U.S. or U.K. patent, U.S. or U.K. trademark, or Berne Convention copyright, or that the Programs misappropriate any trade secret of any third party within the country in which the Programs are located. The foregoing indemnification is conditioned on Licensee notifying RedOptima promptly in writing of such Demand, Licensee giving RedOptima sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and Licensee cooperating in the defense thereof at RedOptima request and expense, provided that Licensee may, at its own expense, assist in such defense if it so chooses. RedOptima, at its sole option and expense may: (a) procure for Licensee the right to continue using the Programs; or (b) substitute a non-infringing version of the Programs so that the Programs become non-infringing and still conform to the applicable specifications; or (c) return the license fee paid by Licensee hereunder for the Programs, less an amount equal to straight line depreciation of the Programs over 4 (four) years, and Licensee shall immediately return the Programs to RedOptima. Licensee shall not incur any costs or expenses on behalf of RedOptima under or pursuant to this Section without RedOptima's prior written consent.

6.2 RedOptima shall have no liability to Licensee for any Demand by a third party alleging infringement or misappropriation based upon (a) any use of the Programs in a manner other than as permitted in this Agreement; or (b) any use of the Programs in combination with any product not provided by RedOptima, including, without limitation, any third party technology or Applications to the extent that such Demand is directed against the combination: (c) Licensee's modification of the Program or Services; or (d) modifications to the Program or Service made by RedOptima at Licensee's direction or in accordance with specifications provided by Licensee. Notwithstanding the foregoing, no indemnification is given in relation to Free Download Components. The licensors of any third party software may extend indemnities which are to be found in the third party licenses referred to in 1.8 above. THE FOREGOING STATES THE ENTIRE LIABILITY OF THE PARTIES AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEMANDS.

7 Term and Termination

7.1 The Agreement and the license granted herein shall be for a period of 1 (one) year from the date of delivery (unless recorded otherwise in RedOptima's business records), and shall continue, for consecutive 1 (one) year periods, subject to RedOptima's receipt of the applicable license and Service fees as invoiced and RedOptima's rights of termination in accordance with this Section.

7.2 RedOptima may terminate this license and the Agreement immediately upon written notice to Licensee if Licensee breaches the provisions of Section 1 (License) or any of RedOptima's intellectual property rights. Either party may at its option terminate this license and the Agreement immediately upon written notice in the event that the other party: (a) commits a material breach of any term of this Agreement, which breach remains uncured for a period of 30 (thirty) days after written notice of such breach to the other party; (b) becomes insolvent or asserts that it is insolvent, fails to pay its general obligations as they become due, institutes or has instituted against it any proceeding, arrangement, receivership or assignment for the benefit of creditors, or files or has filed against it any petition under applicable bankruptcy laws, (c) is acquired, either directly or indirectly by any person, company, firm or entity which competes with or is likely to compete with the terminating Party, in that Party's reasonable view, or (d) suffers any analogous event, which justifies, in RedOptima's sole discretion, the immediate termination of this Agreement.

7.3 ON TERMINATION FOR ANY REASON LICENSEE SHALL CEASE USING THE PROGRAMS AND ALL COPIES OF THE SAME SHALL BE IMMEDIATELY RETURNED TO REDOPTIMA.

7.4 The operation of Clauses 1, 3, 5, 6, 7 and 8 shall survive the termination of this Agreement.

8 General

8.1 The Program and Services is subject to laws and regulations that restrict its export. Licensee agrees not to export or "re-export" (transfer) the Program unless all applicable government export controls and approvals have been complied with.

8.2 RedOptima and its licensors shall have the right to conduct an audit of (and to copy) Licensee's records on reasonable notice and not more than once in each 12 (twelve) month period to verify that Licensee is complying with the terms hereof. In the event that an underpayment is revealed as the result of such audit Licensee shall immediately upon being so requested by RedOptima pay such underpayment together with the costs of any such audit.

8.3 If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable provision(s) shall be limited or excluded from this Agreement to the minimum extent required and the remaining provisions of this Agreement will remain in full force and effect and enforceable in accordance with its terms, and the unenforceable provision shall be interpreted so as to render it enforceable while approximating the parties' intent as closely as possible. This Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation or drafting of this Agreement.

8.4 This Agreement shall be governed by in all respects, including validity, interpretation and effect, and construed under the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the courts of England save that RedOptima may assert its intellectual property rights in any jurisdiction. The application of the UN Convention on Contracts for International Sale of Goods is expressly excluded. Any dispute shall be referred to the senior representatives of each Party to negotiate in good faith to resolve such dispute. Such representatives shall be given authority to settle the dispute and will, within 30 (thirty) days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation with the Centre for Effective Dispute Resolution ("CEDR") in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing

("ADR notice") to the other Party to the dispute requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 30 (thirty) days after the date of the ADR notice. The commencement of mediation will not prevent the Parties commencing or continuing court proceedings.

8.5 This Agreement, together with all exhibits attached hereto that reference this Agreement, contains the entire agreement of the parties, and supersedes any and all previous agreements addressed herein or with respect to the subject matter hereof, whether oral or written, and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement and any terms attached to any purchase order or other Licensee document. RedOptima hereby rejects any terms or conditions on any purchase order or other supplements that are in addition to, or different from, the terms and conditions of this Agreement, and the parties agree that all such terms shall be void and of no force or effect. This Agreement may not be modified or waived except in writing signed by authorised representatives of both parties.

8.6 All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, or after being sent by prepaid certified or registered mail to and received by the address of the party to be noticed or such other address as such party last provided to the other by written notice.

8.7 This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned, in whole or in part, whether voluntarily or by operation of law (including by way of sale of assets, merger, consolidation, or otherwise), without RedOptima's prior written consent. Any purported assignment by operation of law or otherwise is voidable in RedOptima's sole discretion. RedOptima may assign this Agreement to any successor to its business. Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favor of any person other than the parties to this Agreement. Licensee shall not assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of RedOptima (and any such attempt shall be void). RedOptima may assign this Agreement in whole or in part.

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THE TERMS OF THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS.

Signed by	Signed by
Name J.R.Rolles	Name
For and on behalf of	For and on behalf of
RedOptima Ltd	Customer