COMPASS SOFTWARE LIMITED – END USER LICENCE AGREEMENT

1. Background

1.1. This end user licence agreement (“Licence”) is a legal agreement between you (“Subscriber” or “you”) and COMPASS SOFTWARE LIMITED, a company incorporated in England and Wales (company number: 10774604) having its registered office at Longmoor Farm Buildings, Cranbury Park, Otterbourne, Winchester, England, SO21 2RH (“Licensor”, “us” or “we”) for the Compass software solution, the data supplied with the software and associated modules and media (“Software”) together with all related documentation (“Documentation”).

1.2. We licence the use of the Software and Documentation to you on the basis of this Licence. We do not sell the Software or Documentation to you and we remain the owners (or licensors) of the Software and Documentation at all times.

1.3. By using the Software you agree to the terms of this Licence which will bind you and your employees. The terms of this Licence include, in particular, limitations on liability in clause 6.

1.4. If you do not agree to the terms of this Licence, we will not license the Software to you. You must discontinue the process of using the Software now or logout of the Software immediately and return all Documentation to us or your supplier.

2. Grant And Scope Of Licence

2.1. In consideration of payment of the subscription fees (which is the price you pay to us to license the Software) (the “Subscription Fee”), we hereby grant to you a limited, non-exclusive, non-transferable licence to use the Software on the terms and conditions set out in this Licence. You may:

2.1.1. use the Software for your own business requirements only, on up to two PCs for use by multiple employees (at separate times);

2.1.2. receive and use any supplementary software code or update of the Software incorporating corrections of errors as may be provided by us from time to time.

3. Restrictions

3.1. Except as expressly set out in this Licence or as permitted by any local law, you undertake:

3.1.1. not to copy the Software (except where as is permitted under this Licence) where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security; EDIN 4526955 v 3 2

3.1.2. not to rent, sell, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;

3.1.3. not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

3.1.4. not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities: (a) is used only for the purpose of achieving inter-operability of the Software with another software program; (b) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and (c) is not used to create any software which is substantially similar to the Software;

3.1.5. to keep all logins for the Software secure and to maintain accurate and up-to-date records of the number and locations of all logins to the Software;

3.1.6. to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;

3.1.7. not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us; and

3.1.8. not provide bureau services or allow the Software to be used by any other third party.

4. Intellectual Property Rights

4.1. You acknowledge that:

4.1.1. all intellectual property rights in the Software throughout the world belong to us or our licensors and no title passes to you with respect to the Software;

4.1.2. rights in the Software are licensed (not sold) to you;

4.1.3. you have no rights in, or to, the Software other than the right to use it in accordance with the terms of this Licence; and EDIN 4526955 v 3 3

4.1.4. you will inform us of any infringement of copyright or any of our rights in the Software which comes to your attention.

4.2. You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

4.3. The integrity of the Software is protected by protection mechanisms to prevent unauthorised use of the Software. You must not attempt in any way to remove, change or circumvent any such protection mechanism, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended

5. Confidentiality

5.1. You agree that:

5.1.1. the Software is a valuable asset of ours and is supplied to you on a restricted and confidential basis;

5.1.2. the Software will be kept secret and confidential by you at all times unless specifically authorised by us;

5.1.3. you will at all times to take reasonable steps to protect the Software from unauthorised access and use; and

6. Limitation Of Liability And Indemnity

6.1. You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software meet your requirements.

6.2. We only supply the Software for use by you and you agree not to use the Software for any resale purposes.

6.3. We shall not under any circumstances whatever be liable to you, whether in contract, delict/tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

6.3.1. loss of profits, sales, business, or revenue;

6.3.2. business interruption;

6.3.3. loss of anticipated savings;

6.3.4. loss or corruption of data or information; EDIN 4526955 v 3 4

6.3.5. loss of business opportunity, goodwill or reputation; or

6.3.6. any indirect or consequential loss or damage.

6.4. Subject to clause 6.5, our maximum aggregate liability under or in connection with this Licence whether in contract, /tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the Subscription Fee paid by the Subscriber.

6.5. Nothing in this Licence shall limit or exclude our liability for:

6.5.1. death or personal injury resulting from our negligence;

6.5.2. fraud or fraudulent misrepresentation;

6.5.3. any other liability that cannot be excluded or limited by English law.

6.6. This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software. The Software is provided “as is” and, except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, which are either given or are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law, including but not limited to any condition, warranty or representation that the operation of the Software will be uninterrupted or error free. The Software may enable access to third party data, services and websites. Use of such services may require you to accept additional terms and you use such services at your own risk.

6.7. You agree to indemnify us against all damages, claims (including, without limitation, third party claims), losses, costs, demands and expenses including legal expenses suffered or payable by us as a result of your use of the Software.

7. TERMINATION

7.1. We may terminate this Licence in whole or in part immediately by written notice to you if:

7.1.1. you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;

7.1.2. the contract between you and us for the supply of the Software (the "Contract") terminates or expires; or

7.1.3. a third-party data supplier requires us to do so.

7.2. Upon termination or expiry for any reason:

7.2.1. all rights granted to you under this Licence shall cease;

7.2.2. you must cease all activities authorised by this Licence; and EDIN 4526955 v 3 5

7.2.3. you must immediately stop using the Software and immediately destroy any logins to the software, and certify to us that you have done so.

In the event of termination in part, this clause 7.2 shall apply only in relation to the terminated rights.

8. EXPORT CONTROL REGULATION

You shall not export, directly or indirectly, the Software or any related data in breach of any applicable export control laws or regulations (including United States export laws and regulations).

9. OTHER IMPORTANT TERMS

9.1. You agree that we may collect and use technical data and related information that is gathered periodically by us related to your use of the Software to facilitate the provision of support and other services related to the Software for both you and other customers

9.2. Unless specifically agreed in writing by us, nothing in this Licence requires us to provide maintenance, Software upgrades or any other services of any kind.

9.3. We may vary the terms and conditions of this Licence at any time without prior notice.

9.4. In the event of any conflict between the terms of the Contract and the terms of the Licence, the terms of the Contract shall prevail.

9.5. We may transfer our rights and obligations under this Licence to another organisation but this will not affect your rights or our obligations under this Licence.

9.6. This Licence, the Contract and any document expressly referred to in them constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Licence, the Contract or any document expressly referred to in them.

9.7. If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the clauses of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

9.8. This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. Both Parties agree to submit to the exclusive jurisdiction of the English courts.