

LICENCE AND CONDITIONS FOR SUPPLY OF EQUIPMENT AND TECHNICAL SUPPORT

The Customer's attention is particularly drawn to the provisions of clause 15.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Acceptance: has the meaning defined in clause 8.4.

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the total amount of fees received by the Company under this Contract

Claim: has the meaning given in clause 9.4

Commencement Date: has the meaning set out in clause 2.2.

Company: Autoload IT Limited registered in England and Wales with company number 08614511.

Company Materials: has the meaning set out in clause 13.1(g).

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.8.

Contract: the contract between the Company and the Customer for the supply of Equipment and/or Services in accordance with the Order and these Conditions.

Customer: the person or firm who purchases the Equipment and/or Services from the Company.

Customer Site: the Customer's premises as set out in the Order (being intended as a parameter for limiting the scope of the Licence)

Delivery Location: has the meaning set out in clause 5.1.

Estimate: the Company's quotation for the Equipment and Services.

Equipment: the equipment (or any part of it) described and set out in the Order.

Equipment Charges: the charges for Equipment specified in the Order.

Equipment Specification: any specification for the Equipment, including any relevant plans or drawings, that is agreed in writing by the Customer and the Company and constitutes part of the Order.

Force Majeure Event: has the meaning given to it in clause 17.1.

Initial Period: the initial period of the Term, being 24 months from the Commencement Date.

Initial Response Time: has the meaning given in clause 12.2.

Installation Charge: the fees for setting up and installing the Software and Equipment specified in the Order.

Installation Services: the installation and set up services specified in the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Licence: the licence to Use the Software set out in clause 3.1.

Licence Fee: the sum specified as such in the Estimate (as adjusted from time to time in accordance with clause 4.7).

New Release: means any improved, modified or corrected version of the Software from time to time issued by the Company as part of Update Support in accordance with clause 10.

Order: the Customer's order for the supply of Equipment and/or Services, as set out in the Customer's acceptance of the Estimate whether accepted via the Company's electronic customer administration system (ECAS) or other written form.

Permitted User: means any trained competent and qualified employees of the Customer permitted by the Customer to use the Software and Software Documentation (the number of whom is limited, as stipulated in the Order, as a condition of the Licence)

Services: the Installation Services, Technical Support, Maintenance and Training Services and any other services to be supplied by the Company to the Customer, as set out in the Order.

Service Charges: any fees or charges payable by the Customer for Services under the Contract.

Service Specification: the description or specification for the Services provided in the Order or otherwise in writing by the Company to the Customer.

Software: the Company's imaging and data retrieval software as more particularly described in the Software Documentation.

Software Documentation: means any documentation provided by the Company in connection with the Software.

Successive Period: has the meaning given in clause 16.1.

Technical Support: the provision of technical support as are required from time to time as specified in the Order and in accordance with clause 12.

Term: the term of this agreement, as determined in accordance with clause 16 or clause 17.3.

Training Fees: any fees or charges payable by the Customer for Services under the Contract.

Training Services: training for the use and maintenance of the Equipment and Use of the Software in manner and for such number of days as are specified in the Order.

Update Support: has the meaning given in clause 12.2.

Use: accessing and executing the functionality of the Software within the terms of clause 3.1 to create images of vehicles and retrieve data from the DVLA and the relevant manufacturer for such vehicles for use by the Customer in its online and website sales materials.

1.2 In the Contract a reference to one gender shall include reference to every gender; words denoting a singular number include the plural and vice versa; references to persons shall include firms, companies and other organisations; headings shall not affect the interpretation of the Contract; the words "include", "includes", "including" and "in particular" shall be construed as if they were followed by the words "without limitation", a reference to writing 1 or written includes faxes and e-mails and a reference to the Contract shall include its Schedules and Appendices. Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any other rights or remedies, whether under the Contract or provided by law.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase a Licence, Equipment and/or Services in accordance with the Contract.

2.2 The Order shall be deemed to be accepted and the Contract shall come into existence (Commencement Date) when the Company issues an initial invoice in respect of the Order. The Customer shall be deemed to have accepted these Conditions at the Commencement Date irrespective of whether the Customer has signed and returned these Conditions to the Company by such date.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Equipment or illustrations or descriptions of the Services contained on the Company's website or other promotional materials are issued or published for the sole purpose of giving an approximate idea of the Services and/or Equipment described in them. They shall not form part of the Contract or have any contractual force.

2.5 Any relevant terms in the Order and these Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In cases of conflict between the terms of these Conditions and the Order, the latter shall prevail.

2.6 Any Estimate given by the Company shall not constitute an offer.

2.7 These Conditions shall apply to the supply of both Equipment and Services except where application to one or the other only is specified.

3. GRANT OF LICENCE AND PROVISIONS OF SERVICES

3.1 In consideration of the Licence Fees payable to the Company pursuant to the Contract the Company hereby:

(a) grants to the Customer a non-exclusive licence under the Agreement to Use the Software during the Term; and

(b) grants to the Customer a non-exclusive licence to possess the Software Documentation during the Term to assist it in using the Software only in accordance with clause 3.1(a).

3.2 In consideration of the Services Charges the Company undertakes to the Customer to provide the Services pursuant to the Contract.

4. COMPANY'S CHARGES

4.1 Unless otherwise agreed in writing by the parties, the applicable Equipment Charges, Installation Fees, Licence Fees, Service Charges, Training Charges and payment terms shall be as stipulated on the Company's invoices.

4.2 All payments are stipulated and shall be made in Pounds Sterling.

4.3 Licence Fees and other fees and charges shall be made in the manner and within the time stipulated in the Company's invoices from time to time.

4.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Equipment at the same time as payment is due for the supply of the Services or Equipment.

4.5 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

4.6 The Company reserves the right to charge the Customer interest in respect of the late payment of any sum due under the Contract (before as well as after judgment) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.7 Licence Fees and Service Charges may be increased at any time after the Initial Period has expired on not less than 90 days' written notice of increase to the Customer.

5. DELIVERY OF EQUIPMENT

5.1 The Company shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Company notifies the Customer that the Equipment is ready.

5.2 The Customer shall, at its expense, make such arrangements to accommodate the Company's representatives and delivery vehicles for the period and in the manner stipulated in the Order.

5.3 Delivery of the Equipment shall be completed on the Equipment's arrival at the Delivery Location.

5.4 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

5.5 If the Company fails to deliver the Equipment, the total liability of the Company, whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed a sum equal to the Charges at the date of any relevant claim. The Company shall

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have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide the Company with adequate delivery instructions for the Equipment or any other failure to provide a relevant instruction related to the supply of the Equipment.

5.6 If the Customer fails to accept or take delivery of the Equipment within 20 Business Days of the Company notifying the Customer that the Equipment is ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Equipment:

(a) delivery of the Equipment shall be deemed to have been completed at 9.00 am on the 21st Business Day following the day on which the Company notified the Customer that the Equipment were ready; and

(b) the Company shall store the Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5.7 If 20 Business Days after the Company notified the Customer that the Equipment was ready for delivery the Customer has not accepted delivery of it, the Customer shall be liable to pay for the Equipment in full.

5.8 The Company may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5.9 The Customer shall have no right to reject the Equipment.

6. QUALITY OF EQUIPMENT

6.1 The Company warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Equipment shall:

(a) conform in all material respects with their description and any applicable Equipment Specification;

(b) be free from material defects in design, material and workmanship; and

(c) be of satisfactory quality (within the meaning of the Sale of Equipment Act 1979); and

(d) be fit for any purpose held out by the Company.

6.2 Subject to clause 6.3, if:

(a) the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Equipment do not comply with the warranty set out in clause 6.1;

(b) the Company is given all necessary access and amenities at the Customer's premises for it to have a reasonable opportunity of examining such Equipment and, where necessary, repairing or replacing the Equipment; and

(c) the Customer (if asked to do so by the Company) returns such Equipment to the Company's place of business (or to such other address as the Company may specify) at the Company's cost, the Company shall, at its option, repair or replace the defective Equipment at the Customer's or the Company's premises.

6.3 The Company shall not be liable for the Equipment's failure to comply with the warranty in clause 6.1 if:

(a) the Customer makes any further use of such Equipment after giving a notice in accordance with clause 6.2 without the Company's prior written consent;

(b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice;

(c) the defect arises as a result of the Company following any drawing, design or Equipment Specification supplied by the Customer;

(d) the Customer alters or repairs such Equipment without the written consent of the Company;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

(f) the Equipment differ from its description as a result of changes made to ensure it complies with applicable statutory or regulatory standards.

6.4 Except as provided in this clause 6, the Company shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 6.1.

6.5 The terms of the Contract shall apply to any repaired or replacement Equipment supplied by the Company under clause 6.2.

7. TITLE AND RISK IN THE EQUIPMENT

7.1 The risk in the Equipment shall pass to the Customer on completion of delivery.

7.2 Title to the Equipment shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Equipment and any other Equipment that the Company has supplied to the Customer, in which case title to the Equipment shall pass at the time of payment of all such sums.

7.3 Until title to the Equipment has passed to the Customer, the Customer shall:

(a) store the Equipment separately from all other Equipment held by the Customer so that they remain readily identifiable as the Company's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;

(c) maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;

(d) notify the Company immediately if it becomes subject to any of the events listed in clause 16.3(b) to clause 16.3(m); and

(e) give the Company such information relating to the Equipment as the Company may require from time to time.

7.4 If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in clause 16.3(b) to clause 16.3(m), then, without limiting any other right or remedy the Company may have, the Company may at any time:

(a) require the Customer to deliver up all Equipment in its possession which have not been resold, or irrevocably incorporated into another product; and

(b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover them.

8. DELIVERY, INSTALLATION AND ACCEPTANCE OF SOFTWARE

8.1 Before the date agreed in the Order for the initial delivery of Equipment and Software, the Customer shall make such changes and upgrades to its IT systems to meet the Equipment Requirements and shall maintain its IT systems in accordance with the Equipment Requirements during the Term.

8.2 The Customer shall be responsible for any disruption or damage to the Software or Services caused by its failure to comply with clause 8.1, which may be remedied by the Company at the Customer's expense.

8.3 The Company shall use reasonable endeavours to:

(a) install and set up access to the Software for Use by the Customer in accordance with the Order; and

(b) perform the Company's standard system installation tests, by the date agreed in the Order for completion of the set up and installation of the Customer's access to the Software.

8.4 Acceptance of the Software as delivered in accordance with the Order and the Contract shall be deemed to have taken place upon successful completion of the Company's standard system installation test (Acceptance).

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Customer acknowledges that all Intellectual Property Rights in the Software and Software Documentation and any New Releases belong and shall belong to the Company or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Software and Software Documentation other than the right to use it in accordance with the terms of the Licence.

9.2 The Customer shall not:

(a) use the Software or the Software Documentation anywhere other than at the Customer Site;

(b) allow anyone other than the Permitted Users specified in the Order to use the Software or the Software Documentation and shall expressly inform Permitted Users that the Software and Software Documentation constitute confidential and proprietary information of the Company and that all intellectual property rights are the property of the Company and the Customer shall take all such steps as are necessary to ensure compliance by its employees, agents, sub-contractors and representatives with the provisions of the Contract, including clauses 9 and 10;

(c) reproduce (except in the course of Use or for back-up purposes) or distribute copies of the Software or the Software Documentation;

(d) use the Software or the Software Documentation other than for the Customer's own internal business purposes;

(e) remove, cover, replace or alter any copyright or other proprietary notice on any of the Software or Software Documentation; and

(f) sell, rent, offer for sale or rent, dispose of, pledge, or part with possession of the Software or Software Documentation in any circumstances not contemplated by the Contract.

9.3 The Customer shall put in place and maintain security measures sufficient to protect the Software and Software Documentation from any unauthorised use of reproduction and shall notify the Company immediately if it becomes aware of any unauthorised use of the whole or any part of the Software or Software Documentation.

9.4 The Company undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of the Licence infringes the UK Intellectual Property Rights of a third party (Claim) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, the indemnity in this clause 9.4 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of the Licence, use of the Software in combination with any hardware or software not specified by the Customer, if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software or any other Customer action.

9.5 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Company's obligations under clause 9.4 are conditional on the Customer:

(a) as soon as reasonably practicable, giving written notice of the Claim to the Company, specifying the nature of the Claim in reasonable detail;

(b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Company (such consent not to be unreasonably conditioned, withheld or delayed);

(c) giving the Company and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Company and its professional advisers to examine them and to take copies (at the Company's expense) for the purpose of assessing the Claim.; and

(d) subject to the Company providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Company may reasonably request to avoid, dispute, compromise or defend the Claim.

9.6 If any Claim is made, or in the Company's reasonable opinion is likely to be made, against the Customer, the Company may at its sole option and expense:

(a) procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of the Licence;

(b) modify the Software so that it ceases to be infringing;

(c) replace the Software with non-infringing software; or

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(d) terminate the Licence immediately by notice in writing to the Customer and refund any of the Licence Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof.

9.7 This clause 9 constitutes the Customer's exclusive remedy and the Company's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 15.

10. CONFIDENTIALITY AND PUBLICITY

10.1 Each party shall, during the term of the Contract and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of the Contract) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

10.2 No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. TRAINING

The Company shall provide the Training Services at the times and in the manner stipulated in the Order. Any further training requested by the Customer shall be provided by the Company on such terms as shall be agreed in advance and in writing by the parties.

12. TECHNICAL SUPPORT

12.1 The Company shall provide Technical Support at the times and in the manner specified in the Order. Any further technical support requested by the Customer shall be provided by the Company on such terms as shall be agreed in advance and in writing by the parties.

12.2 The Company shall provide in respect of the Software the categories of Technical Support specified below within the hours of 0900 and 1700 UK time within Initial Response Time stated and by the method indicated:

Category of Technical Support	Initial Response Time	Method of Contact
Telephone Support	2 hours	By telephone
Online Support via ECAS	2 hours	Via ECAS

where:

Telephone Support means advice by telephone on the use of the Software or Equipment.

Online Support consists of the attempted diagnosis and rectification of faults within the Software by the Company. Technical Support shall not include the diagnosis and rectification of any fault with the Software or Equipment resulting from:

- (a) the Customer's improper use, operation or neglect;
- (b) any repair, modification, adjustment or alteration of the Software or its merger (in whole or in part) with any other software by any person other than the Company without the Company's prior written consent;
- (c) the Customer's failure to implement fixes or New Releases or recommendations or solutions advised by the Company;
- (d) any breach by the Customer or its obligations under any relevant terms of the Contract;
- (e) the use of the Software or Equipment for a purpose for which they were not designed.

12.3 Technical Support shall be provided by the Company between the hours of 0900 and 1700 UK time on each Business Day.

12.4 Should any other technical support (i.e support that has not been provided for in the Order or which arises in one of the circumstances referred to in clause 12.2 (a) – (e) or otherwise arises outside of warranty cover) require the Company's attendance at the Customer's premises, a call out charge at the Company's then current rates together with all reasonably incurred expenses shall be charged and invoiced to the Customer promptly following the attendance.

12.5 The Company reserves the right to suspend Technical Support in the event of the Customer's non-compliance with the Contract, until such non-compliance has been remedied.

12.6 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

13. CUSTOMER'S OBLIGATIONS

13.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with the Company in all matters relating to the Services;
- (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services;
- (d) provide the Company with such information and materials as the Company may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises and equipment for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

(g) keep and maintain all materials, equipment, documents and other property of the Company (Company Materials) at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation..

13.2 If the Company's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 13.2; and
- (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

14. QUALITY OF SOFTWARE AND SOFTWARE DOCUMENTATION

14.1 If the Customer notifies the Company in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Software Documentation, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of the Licence or in combination with any other software not provided by or approved by the Company, or it has not been loaded onto Company-specified or suitably configured equipment, the Company shall, at the Company's option, do one of the following:

- (a) repair the Software;
- (b) replace the Software; or
- (c) terminate the Licence immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof, provided the Customer provides all the information that may be necessary to assist the Company in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Company to re-create the defect or fault.

14.2 The Company does not warrant that the use of the Software will be uninterrupted or error-free.

14.3 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that it has satisfied itself that it meets its business needs and further acknowledges the Software has not been developed to meet the individual requirements of the Customer.

14.4 The Customer acknowledges that any Open-Source Software provided by the Company is provided "as is" and expressly subject to the disclaimer in clause 14.7.

14.5 THE CUSTOMER ACCEPTS THAT IT IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS USE OF THE SOFTWARE COMPLIES WITH ALL LAWS AND REGULATIONS, REGULATORY POLICIES AND INDUSTRY GUIDELINES APPLICABLE TO ITS BUSINESS including any laws or regulations policies or guidelines relating to trading, consumer credit, financial services and money laundering regulations and acknowledges that the Software is not designed to be a legal nor regulatory compliance system and that it is the Customer's responsibility to ensure that it fulfils its legal and regulatory obligations.

14.6 In the event that the Company suffers any loss damage cost or expense based on a claim that the Software has not been used by the Customer in a manner that complies with laws regulations policies or guidelines applicable to the Customer's business, the Customer shall fully indemnify and keep indemnified the Company from any loss damage cost or expense suffered by the Company arising therefrom.

14.7 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

14.8 THE CUSTOMER ACKNOWLEDGES THAT ITS ATTENTION HAS BEEN DRAWN TO CLAUSES 14.5 TO 14.7 AND THAT IN SETTING ITS CHARGES THE COMPANY HAS RELIED ON THESE PROVISIONS AND WOULD NOT HAVE BEEN WILLING TO ENTER INTO THE CONTRACT BUT FOR THE CUSTOMER'S ACCEPTANCE OF THESE PROVISIONS.

15. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

15.1 Except as expressly stated in clause 15.2:

- (a) the Company shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - (i) special damage even if the Company was aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity;
 - (v) loss of goodwill;

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(vi) loss or corruption of data, provided that this clause 15.1(a) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 15.1(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 15.1(a);

(b) the total liability of the Company, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the Charges at the date of any relevant claim; and

(c) the Customer agrees that, in entering into this licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) the Company shall have no liability in any circumstances otherwise than in accordance with the express terms of this licence.

15.2 The exclusions in clause 14.7 and clause 15.1 shall apply to the fullest extent permissible at law, but the Company does not exclude liability for:

(a) death or personal injury caused by the negligence of the Company, its officers, employees, contractors or agents;

(b) fraud or fraudulent misrepresentation;

(c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any other liability which may not be excluded by law.

15.3 All dates supplied by the Company for the delivery of the Software or the provision of Services shall be treated as approximate only. The Company shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

15.4 All references to "the Company" in this clause 15 shall, for the purposes of this clause and clause 18.6 only, be treated as including all employees, subcontractors and suppliers of the Company and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 18.6.

15.5 The terms implied by sections 13 to 15 of the Sale of Equipment Act 1979 and the terms implied by sections 3 to 5 of the Supply of Equipment and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

15.6 This clause 15 shall survive termination of the Contract.

16. TERMINATION

16.1 This agreement shall take effect on the Commencement Date and, subject to clause 16.3, clause 16.4 and clause 17.3, shall continue in force for the Initial Period and after that for successive periods of twelve (12) calendar months (Successive Period) until terminated by either party in accordance with clause 16.2.

16.2 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party not less than 90 days' written notice, to expire not earlier than the last day of the Initial Period and after that not earlier than the last day of any Successive Period in which such notice is given.

16.3 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

(e) the other party (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

(h) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.3(b) to clause 16.3(i) (inclusive);

(k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

(l) the other party's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

16.4 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract within 14 days of the due date for payment.

16.5 Without limiting its other rights or remedies, the Company may suspend the supply of Services or all further deliveries of Equipment under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under this Contract within 14 days of the due date for payment, the Customer becomes subject to any of the events listed in clause 16.3(b) to clause 16.3(m), or the Company reasonably believes that the Customer is about to become subject to any of them.

16.6 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Company Materials and which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

(c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

17. FORCE MAJEURE

17.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

17.2 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

17.3 If the Force Majeure Event prevents the Company from providing any of the Services and/or Equipment for more than 12 weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

18. GENERAL

18.1 Assignment and other dealings. Subject to giving the other party prior written notice, either party may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

18.2 Notices.

(a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

18.3 Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 Employees and non-solicitation.

(a) A party shall not, without the prior written consent of the other party, at any time during the course of this Agreement and for a period of one year after its termination (no matter

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what the grounds), solicit or entice away from that party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of that party in relation to an Order.

(b) Any consent given by a party in accordance with clause 18.5(a) shall be subject to the other party paying to the consenting party a sum equivalent to 50% of the then current annual remuneration of the consenting party's employee, consultant or subcontractor or, if higher, 50% of the annual remuneration to be paid by the consenting party to that employee, consultant or subcontractor.

18.6 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

18.7 Third parties. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18.8 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Company.

18.9 Conflict. In cases of conflict between the terms of these Conditions and any Order, the latter shall prevail.

18.10 Governing law. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).