

PRECISIONPOINT STANDARD TERMS AND CONDITIONS (SUBSCRIPTION LICENCE)

1 INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Affiliate: in relation to either party, means any business entity from time to time controlling, controlled by, or under common control with, either party;

Authorised Users: those employees or independent contractors of the Client who are authorised by the Client to access and use the Licensed Software and Documentation;

Business Day: any day which is not a Saturday, Sunday or public holiday in England;

Claim: has the meaning set out in Clause 10.1;

Client: the person, firm or company identified in the Order;

Client Data: means such of the data inputted by the Client using the Required Software, which is extracted and interrogated by the Licensed Software;

Client Site: the premises described in the Order;

Conditions: these PrecisionPoint Standard Terms and Conditions (Subscription), as amended from time to time in accordance with clause 15.1;

Contract: the contract between PrecisionPoint and the Client formed in accordance with these Conditions, which shall consist of the Order and these Conditions;

Contract Commencement Date: has the meaning set out in clause 2.1.

Control: a business entity shall be deemed to “control” another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation;

Documentation: the user guides and manuals (if any) for the use of the Licensed Software provided by PrecisionPoint to the Client [from time to time][identified in the Order;]

Fees: the Subscription Fees and such other fees and charges as are payable by the Client to PrecisionPoint in respect of the provision of the Services in accordance with the Contract;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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 Licensed Software, Documentation and Work Product set out in clause 3.1.1;

Licence Conditions: those conditions set out in clause 4;

Licensed Software: the Licensed Software specified in the Order, together with any Maintenance Release acquired by the Client from PrecisionPoint during the Subscription Term and any customization of the Licensed Software made by PrecisionPoint for the Client as part of the Services;

Maintenance Release: any release of the Licensed Software (including any patch, error correction or update to the Licensed Software) that corrects faults, adds functionality or otherwise amends or upgrades the Licensed Software, but which does not constitute a New Version;

New Version: any new version of the Licensed Software which from time to time is publicly marketed and offered for purchase by PrecisionPoint in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Order: the Order Form signed and dated by both parties in accordance with clause 2.1;

Order Form: the order form (in the form issued by PrecisionPoint from time to time) issued by PrecisionPoint to the Client, setting out details of PrecisionPoint’s proposal for the provision of the Licence and Services to the Client;

PrecisionPoint: PrecisionPoint Software Limited, a company registered in England and Wales (company no.

PRECISIONPOINT STANDARD TERMS AND CONDITIONS (SUBSCRIPTION LICENCE)

4545263) whose registered office is at Hyde Park House, 5 Manfred Road, London SW15 2RS;

Required Software: means the third party software required in order to use the Licensed Software, as specified in the Order;

Services: such of the services set out in the Schedule to be supplied by PrecisionPoint to the Client in connection with the Licensed Software, as are specified in the Order;

Subscription Fees: the fees payable by the Client for use of the Licensed Software and Documentation during a Subscription Term, as set out in the Order;

Subscription Start Date: the date specified in the Order (and in the case of any renewal of a Subscription Term in accordance with clause 14.1; the day following the expiry of the previous Subscription Term)

Subscription Term: unless set out differently in the Order this is a period of 12 months, commencing on the Subscription Start Date;

Work Product: any materials or other deliverables (other than software) produced by PrecisionPoint for, and released by PrecisionPoint to, the Client as part of the Services.

1.2 In these Conditions, the following rules apply:

1.2.1 Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions;

1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.3 A reference to a party includes its successors or permitted assigns;

1.2.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.2.5 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.6 A reference to writing or written includes faxes and e-mail, unless expressly stated otherwise.

2 BASIS OF CONTRACT

2.1 By signing and dating the Order Form the Client offers to purchase the Licence and Services in accordance with these Conditions. PrecisionPoint shall only be deemed to have accepted such offer by countersigning and dating the Order Form at which point and on which date the Contract shall come into existence. Each separate Order Form signed and dated by both parties shall constitute a separate Contract.

2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 Any Order Form issued by PrecisionPoint shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue, after which date it will lapse (unless otherwise agreed in writing with PrecisionPoint).

3 LICENCE

3.1 Subject to the terms of this Contract and in consideration of the payment of the Fees:

3.1.1 PrecisionPoint hereby grants to the Client a non-exclusive, non-transferable licence to use the Licensed Software, Documentation and Work Product for the Subscription Term; and

3.1.2 PrecisionPoint shall provide the Services to the Client.

4 LICENCE CONDITIONS

4.1 The Licence is subject to the following Licence Conditions:

4.1.1 For the purposes of clause 3.1.1, "use" of the Licensed Software shall be restricted to use of the Licensed Software in object code form for the Client's own internal business use;

4.1.2 The Client may not use the Licensed Software, Work Product or Documentation to provide services to third parties, save to the extent expressly permitted in the Order;

4.1.3 Subject to clause 4.1.9, the Client may make such number of backup copies of the Licensed Software as specified in the Order for its lawful use;

4.1.4 Subject to clause 4.1.9, the Client may use any Documentation and Work Product in support of the

PRECISIONPOINT STANDARD TERMS AND CONDITIONS (SUBSCRIPTION LICENCE)

- Client's permitted use of the Licensed Software under this Contract and make such number of copies of the Documentation and Work Product as are reasonably necessary in support of such permitted use, up to the maximum number of copies set out in the Order;
- 4.1.5 The Client must have a valid and up to date licence to use the Required Software throughout the Subscription Term;
- 4.1.6 The Licensed Software must not be installed on the same server as the Required Software;
- 4.1.7 The Licensed Software must be installed on equipment and operating software specified by PrecisionPoint in the Order;
- 4.1.8 The Licence is restricted to the maximum number of Authorised Users set out in the Order. Accordingly the Client shall:
- 4.1.8.1 not exceed the maximum number of Authorised Users set out in the Order at any time;
 - 4.1.8.2 not permit any person to use or share the log-in credentials of any Authorised User. The Client may reassign any log-in to a new Authorised User provided that the previous Authorised User no longer has any rights to access and use the Licensed Software;
 - 4.1.8.3 maintain an up to date list of current Authorised Users and provide such list to PrecisionPoint within 5 Business Days of PrecisionPoint's written request;
 - 4.1.8.4 permit PrecisionPoint to audit the use of the Licensed Software and Services in order to establish the name of each Authorised User in such a manner as not to substantially interfere with the Client's normal conduct of business; and
 - 4.1.8.5 where the number of users exceeds the maximum permitted number of Authorised Users under this Contract, pay an amount equal to the fees which PrecisionPoint would have levied (in accordance with its normal commercial terms) had it licensed any such unauthorised use, on demand from PrecisionPoint. Such payment shall be without prejudice to PrecisionPoint's other rights and remedies in respect of such unauthorised use.
- 4.1.9 Except as expressly set out in this Contract or as permitted by any local law which is incapable of exclusion by agreement between the parties, the Client shall:
- 4.1.9.1 not copy the Licensed Software, Documentation or Work Product, except where such copying is incidental to the normal use of the Licensed Software or where it is necessary for the purpose of back-up or operational security;
 - 4.1.9.2 not rent, lease, sub-license, distribute, loan, translate, merge, adapt, vary or modify the Licensed Software, Documentation or Work Product;
 - 4.1.9.3 not make alterations to, or modifications of, the whole or any part of the Licensed Software nor permit the Licensed Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 4.1.9.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Licensed Software nor attempt to do any such things
 - 4.1.9.5 keep all copies of the Licensed Software, Documentation and Work Product secure and maintain accurate and up-to-date records of the number and locations of all copies of the Licensed Software, Documentation and Work Product;
 - 4.1.9.6 include PrecisionPoint's copyright notice on all entire and partial copies of the Licensed Software, Documentation and Work Product in any form;
 - 4.1.9.7 not provide, or otherwise make available, the Licensed Software, Documentation and Work Product in any form, in whole or in part, to any person other than an Authorised User without PrecisionPoint's prior written consent; and
 - 4.1.9.8 not access all or any part of the Licensed Software, Documentation or Work Product in order to build a product or service which competes with the Licensed Software, Documentation or Work Product.
- 4.2 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Licensed Software, Documentation and/or Work Product and, in the event of any such unauthorised access or use, shall promptly notify PrecisionPoint.
- 4.3 The Licence is granted to the Client only and is not granted to any of the Client's Affiliates or any third party, unless expressly specified in the Order.

PRECISIONPOINT STANDARD TERMS AND CONDITIONS (SUBSCRIPTION LICENCE)

5 ADDITIONAL AUTHORISED USERS

- 5.1 The Client may, from time to time during any Subscription Term, increase its maximum number of Authorised Users, subject to the consent of PrecisionPoint, by paying such additional fees as specified by PrecisionPoint in accordance with Clause 8.2.

6 SERVICES

- 6.1 PrecisionPoint will during the Subscription Term provide the Services to the Client, if and to the extent specified in the Order.
- 6.2 PrecisionPoint shall use its reasonable endeavours to meet any performance dates specified in this Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 6.3 The provisions of the Schedule shall apply to any Services agreed to be provided by PrecisionPoint under this Contract.

7 CLIENT'S OBLIGATIONS

- 7.1 The Client shall:
- 7.1.1 provide PrecisionPoint with such co-operation, assistance, complete and accurate information, and access to premises (including the Client Site) and personnel, facilities and materials as PrecisionPoint shall reasonably require in connection with the license of the Licensed Software, Documentation and Work Product and the provision of the Services;
 - 7.1.2 undertake any Client responsibilities described in this Contract (including the Schedule) in a timely and efficient manner;
 - 7.1.3 ensure that the Authorised Users use the Licensed Software, Documentation and Work Product in accordance with this Contract;
 - 7.1.4 keep in place a valid and up-to-date licence to use the Required Software during the Subscription Term;
 - 7.1.5 ensure that it has all necessary licences, consents, and permissions required to enable PrecisionPoint, its contractors and agents to perform their obligations under this Contract;
 - 7.1.6 if required by PrecisionPoint in connection with the provision of the Services, provide PrecisionPoint with necessary access rights (including passwords) and access to the Client's data; and
 - 7.1.7 ensure that its network, hardware, software and systems comply with the relevant specifications provided by PrecisionPoint from time to time in connection with the Licensed Software.
- 7.2 PrecisionPoint shall have no liability or responsibility for any failure to perform or delay in performing its obligations under this Contract if and to the extent caused by any act or omission by the Client or any failure by the Client to perform any relevant obligation under this Contract.

8 FEES AND PAYMENT

- 8.1 The Subscription Fees for the first Subscription Term are set out in the Order. Subscription Fees are invoiced in advance for the Subscription Term and are payable by the Client within 30 days of the date of invoice.
- 8.2 PrecisionPoint may change the Subscription Fees at any time. However such changes shall not apply during the Client's then current Subscription Term, unless:
- 8.2.1 the Client exceeds the maximum number of Authorised Users set out in the Order; or
 - 8.2.2 the Client wishes to install a New Version of the Licensed Software during a Subscription Term: in which case the Subscription Fees may be increased by PrecisionPoint and the Client shall pay such additional Subscription Fees to PrecisionPoint within 30 days of the date of invoice as a condition for continued permission to use the Licensed Software and Documentation during that Subscription Term.
- 8.3 The Fees for the Services are specified in the Order or are otherwise calculated in accordance with the provisions of this Contract. Such Fees are in addition to the Subscription Fees and may be changed by PrecisionPoint at any time during the Subscription Term, provided that any Services which are expressly stated to be provided as part of the Subscription Fee will not be subject to any such changes during the Client's then current Subscription Term. Fees for the Services are payable by the Client within 30 days of the date of invoice, unless stated otherwise in this Contract.
- 8.4 If the Client fails to make any payment due to PrecisionPoint under this Contract by the due date for payment then, without limiting PrecisionPoint's other rights and remedies:

PRECISIONPOINT STANDARD TERMS AND CONDITIONS (SUBSCRIPTION LICENCE)

- 8.4.1 the Client shall pay interest on the overdue amount at the rate of 4% per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; and/or
- 8.4.2 PrecisionPoint may, without liability to the Client, suspend the Client's rights to use the Licensed Software under this Contract and shall be under no obligation to provide any or all of the Licensed Software and Services until all overdue amounts (including interest) have been paid in full.
- 8.5 All Fees referred to in this Contract:
- 8.5.1 are payable in pounds sterling;
- 8.5.2 are non-cancellable and non-refundable, except as expressly set out in this Contract;
- 8.5.3 are exclusive of value added tax.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Client acknowledges that all Intellectual Property Rights in the Licensed Software, Documentation and Work Product belong and shall belong to PrecisionPoint (or its licensors) and the Client shall have no rights in or to the Licensed Software, Documentation and Work Product other than the right to use them in accordance with this Contract.
- 9.2 Nothing in this Agreement affects the rights of the Client in the Client Data, which shall remain vested in the Client. The Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

10 INDEMNITY

- 10.1 PrecisionPoint shall at its own expense defend the Client or, at its option, settle any claim or action brought against the Client alleging that the possession or use of the Licensed Software (or any part thereof) in accordance with the terms of this Contract 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 Client as a result of or in connection with any such Claim. For the avoidance of doubt, this Clause 10.1 shall not apply where the Claim in question is attributable to possession or use of the Licensed Software (or any part thereof) by the Client other than in accordance with the terms of this Contract, use of the Licensed Software in combination with any hardware or software not supplied or specified by PrecisionPoint if the infringement would have been avoided by the use of the Licensed Software not so combined, or use of a non-current release of the Licensed Software.
- 10.2 If any third party makes a Claim, or notifies an intention to make a Claim against the Client, PrecisionPoint's obligations under Clause 10.1 are conditional on the Client:
- 10.2.1 as soon as reasonably practicable, giving written notice of the Claim to PrecisionPoint, specifying the nature of the Claim in reasonable detail;
- 10.2.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of PrecisionPoint;
- 10.2.3 giving PrecisionPoint 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 Client, so as to enable PrecisionPoint and its professional advisers to examine them and to take copies (at the PrecisionPoint's expense) for the purpose of assessing the Claim; and
- 10.2.4 subject to PrecisionPoint providing security to the Client to the Client's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as PrecisionPoint may reasonably request to avoid, dispute, compromise or defend the Claim.
- 10.3 If any Claim is made, or in the PrecisionPoint's reasonable opinion is likely to be made, against the Client, PrecisionPoint may at its sole option and expense:
- 10.3.1 procure for the Client the right to continue to use the Licensed Software (or any part thereof) in accordance with the terms of this Contract;
- 10.3.2 modify the Licensed Software so that it ceases to be infringing;
- 10.3.3 replace the Licensed Software with non-infringing software; or
- 10.3.4 terminate this Contract immediately by notice in writing to the Client and refund any of the Subscription Fee paid by the Client as at the date of termination (less a reasonable sum in respect of the Client's use of the Licensed Software to the date of termination) on return of the Licensed Software and all

PRECISIONPOINT STANDARD TERMS AND CONDITIONS (SUBSCRIPTION LICENCE)

copies thereof.

- 10.4 This Clause 10 constitutes the Client's exclusive remedy and PrecisionPoint's only liability in respect of Claims and, for the avoidance of doubt, is subject to Clause 12.]

11 CONFIDENTIALITY

- 11.1 Each party shall, during the term of this Contract and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this 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 Contract, 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.
- 11.2 The Client acknowledges that details of the Licensed Software and Services, and the results of any performance tests of the Licensed Software and Services, constitute PrecisionPoint's Confidential Information.
- 11.3 PrecisionPoint acknowledges that the Client Data is the Confidential Information of the Client.

12 WARRANTIES

- 12.1 PrecisionPoint warrants that the Licensed Software will conform in all material respects with the Documentation for a period of 90 days from the first Subscription Start Date under this Contract ("**Warranty Period**"). If, within the Warranty Period, the Client notifies PrecisionPoint in writing of any defect or fault in the Licensed Software in consequence of which it fails to conform in all material respects to the Documentation, and such defect or fault does not result from the Client, or anyone acting with the authority of the Client, having amended the Licensed Software or used it outside the terms of the Licence, or the Licensed Software being used in combination with any other software not provided by PrecisionPoint, or not having been loaded onto PrecisionPoint-specified or suitably configured equipment, PrecisionPoint shall, at PrecisionPoint's option, do one of the following:

- 12.1.1 repair the Licensed Software;
- 12.1.2 replace the Licensed Software; or
- 12.1.3 terminate this Contract immediately by notice in writing to the Client and refund any of the Subscription Fee paid by the Client as at the date of termination (less a reasonable sum in respect of the Client's use of the Licensed Software to the date of termination) on return of the Licensed Software and all copies thereof,

provided the Client provides all the information that may be necessary to assist PrecisionPoint in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable PrecisionPoint to re-create the defect or fault. This clause sets out the Client's exclusive remedy for breach of this warranty.]

- 12.2 PrecisionPoint does not warrant that the performance and use of the Licensed Software will be uninterrupted or error-free.
- 12.3 The Client accepts responsibility for the selection of the Licensed Software to achieve its intended results and acknowledges that the Licensed Software has not been developed to meet the individual requirements of the Client. PrecisionPoint does not warrant that the Licensed Software and/or the information obtained by you through use of the Licensed Software will meet your requirements.
- 12.4 PrecisionPoint warrants that the Services will be performed with reasonable care and skill.
- 12.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Contract 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 or fitness for purpose.

13 LIMITATION OF LIABILITY

- 13.1 Nothing in these Conditions shall limit or exclude PrecisionPoint's liability for:
- 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 13.1.2 fraud or fraudulent misrepresentation; or

PRECISIONPOINT STANDARD TERMS AND CONDITIONS (SUBSCRIPTION LICENCE)

- 13.1.3 any other liability which may not be excluded by law.
- 13.2 Except as expressly stated in Clause 13.1:
- 13.2.1 PrecisionPoint shall under no circumstances whatever have any liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any losses or damages which fall within any of the following categories:
- 13.2.1.1 loss of profits;
 - 13.2.1.2 loss of revenue;
 - 13.2.1.3 loss of anticipated savings;
 - 13.2.1.4 loss of business opportunity;
 - 13.2.1.5 loss of goodwill;
 - 13.2.1.6 loss or corruption of data;
 - 13.2.1.7 special damage, even if PrecisionPoint was aware of the circumstances in which such special damage could arise;
 - 13.2.1.8 indirect or consequential loss or damage
- 13.2.2 PrecisionPoint's total liability to the Client arising under or in connection with the Contract, whether in contract, tort (including negligence), under any indemnity, for breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the Fees for the Subscription Term in which the cause of action arose;
- 13.2.3 the Client agrees that, in entering into this Contract, 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 Contract or (if it did rely on any representations, whether written or oral, not expressly set out in this Contract) that it shall have no remedy in respect of such representations and (in either case) PrecisionPoint shall have no liability in any circumstances otherwise than in accordance with the express terms of this Contract;
- 13.2.4 the Client assumes sole responsibility for its use of and the results obtained from its use of the Licensed Software, Documentation and Work Product, and for conclusions drawn from such use.

14 TERM AND TERMINATION

- 14.1 This Contract will, unless otherwise terminated in accordance with Clause 14.2:
- 14.1.1 commence on the Contract Commencement Date and continue for the first Subscription Term;
- 14.1.2 automatically renew for a further Subscription Term at the end of the then current Subscription Term if:
- 14.1.2.1 no later than [3] months prior to the date of expiry of the Subscription Term, neither party has given written notice to the other stating that it wishes to terminate this Contract at the expiry of the then current Subscription Term; and
 - 14.1.2.2 no later than [14] days prior to the expiry of the then current Subscription Term, the Client has paid PrecisionPoint the Subscription Fee quoted by PrecisionPoint for the following Subscription Term
- with such variations to the Fees as permitted by this Contract. If this Contract is not renewed in accordance with the provisions of Clause 14.1.2 or if either party has given notice to terminate under clause 14.1.2.1, this Contract shall automatically expire at the end of the then current Subscription Term. Where the phrase "Subscription Term" is used in this Contract, it refers to the then current Subscription Term, unless stated otherwise.
- 14.2 Without limiting its other rights and remedies:
- 14.2.1 either party may terminate this Contract with immediate effect at any time on written notice to the other party, if:
- 14.2.1.1 the other party commits a material breach of this Contract and (if such a breach is remediable) fails to remedy that breach within [14] days of being notified in writing of the breach;
 - 14.2.1.2 the other party has a receiver, administrator or administrative receiver appointed over all or a substantial part of its assets, is the subject of any petition for winding up or issues any notice in connection with the passing of any resolution by its shareholders for its winding-

PRECISIONPOINT STANDARD TERMS AND CONDITIONS (SUBSCRIPTION LICENCE)

up, is otherwise the subject of proceedings for bankruptcy or enters into a voluntary arrangement or is otherwise unable to pay its debts as they fall due, ceases trading, or if any events or circumstances occur which are analogous to the foregoing in another jurisdiction;

14.2.2 PrecisionPoint may terminate this Contract with immediate effect at any time on written notice to the Client:

- 14.2.2.1 if any payment due to PrecisionPoint under this Agreement is not paid in full within 30 days of its due date for payment;
- 14.2.2.2 if the Client (or any Authorised User) breaches any of the Licence Conditions;
- 14.2.2.3 in the circumstances set out in Clause 10.3.4; or
- 14.2.2.4 in the circumstances set out in Clause 12.1.3.

14.3 On termination of this Contract for any reason:

- 14.3.1 all rights granted to the Client under this Contract shall cease;
- 14.3.2 the Client shall cease all activities authorised by this Contract;
- 14.3.3 the Client shall immediately pay to PrecisionPoint any sums due to PrecisionPoint under this Contract;
- 14.3.4 the Client shall immediately destroy or return to PrecisionPoint (at PrecisionPoint's option) all copies of the Licensed Software, Documentation and Work Product in its possession, custody or control and certify to PrecisionPoint that it has done so;
- 14.3.5 the accrued rights of the parties as at termination and the continuation after termination of any provision expressly stated to survive or implicitly surviving termination (including clauses 9, 11, 13, 14.3, 15, 16 and 17) shall not be affected or prejudiced.

15 GENERAL

- 15.1 **Variation:** Save as expressly stated in this Contract, no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives)
- 15.2 **Force Majeure:** PrecisionPoint shall have no liability to the Client if PrecisionPoint is prevented from or delayed in performing its obligations under this Contract by acts, events, omissions or accidents beyond its reasonable control.
- 15.3 **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the 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.
- 15.4 **Remedies:** Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.5 **Severance:** If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 15.6 **Entire Agreement:** This Contract, and any documents referred to in it, constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 15.7 **Assignment:** The Client shall not, without the prior written consent of PrecisionPoint, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract except in the event of a change of control of the Client whether by merger with or acquisition by a third party in which case this Contract shall be binding upon and inure to the benefit of the Client's successors and permitted assigns. PrecisionPoint may at any time assign, transfer, charge, sub- contract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 15.8 **No Partnership or Agency:** Nothing in this Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.9 **Third Party Rights:** This Contract does not confer any rights on any person or party (other than the parties to this Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

PRECISIONPOINT STANDARD TERMS AND CONDITIONS (SUBSCRIPTION LICENCE)

- 15.10 **Marketing and informational e-mails:** PrecisionPoint may periodically send the Client messages of an informational or advertising nature via email. The Client may choose to “opt-out” of receiving these messages by sending an email to marketing@precision-point.com requesting the opt-out. The Client acknowledges and agrees that by sending such email and “opting out” it will not receive emails containing messages concerning upgrades and enhancements to the Licensed Software and Services. However, PrecisionPoint may still send emails of a technical nature.
- 15.11 **Publicity:** The Client agrees that PrecisionPoint may use the Client’s company name and/or logo in a list of PrecisionPoint’s clients on its website and in promotional and advertising materials.

16 NOTICES

- 16.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, to its address set out in the Order (or as otherwise notified in writing), sent by fax to its fax number given in the Order (or as otherwise notified in writing) or sent by email to its email address set out in the Order (or as otherwise notified in writing).
- 16.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or 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, on the date and time of transmission (subject to a satisfactory transmission report) or if sent by email, on the date and time it is sent (provided that no error message, bounce back or out of office response is received). If any fax or email is sent on a day which is not a Business Day (or after 5.00pm on any Business Day) then it shall be deemed to have been received at 9.00am on the next following Business Day. All times in this clause are references to the local time of the recipient.
- 16.3 Email and fax may not be used for the service of any proceedings or other documents in any legal action.

17 GOVERNING LAW AND JURISDICTION

- 17.1 This Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

PRECISIONPOINT STANDARD TERMS AND CONDITIONS (SUBSCRIPTION LICENCE)

SERVICES

The following Services are provided by PrecisionPoint in relation to the Licensed Software. Such Services shall be provided to the Client if expressly specified in the Order (and subject to payment of the applicable Fees by the Client)

1 SUPPORT SERVICES

- 1.1 The Support Services will be provided by PrecisionPoint during the Subscription Term in accordance with PrecisionPoint's support policy from time to time (the current version of which is attached to this Contract) ("**Support Policy**"). The Licensed Software is referred to as the "Supported Software" in the Support Policy.
- 1.2 Support Services begin on the Subscription Start Date and expire automatically at the end of the Subscription Term.
- 1.3 Unless stated otherwise in the Support Policy, the provision of the Support Services is included within the Subscription Fee.
- 1.4 The Support Policy may be varied by PrecisionPoint at any time during the Subscription Term. Variations made to the Support Policy shall be binding on the Client during the Subscription Term.
- 1.5 New Versions will not be provided as part of the Support Services. The licence of any New Version may be subject to an additional charge. If during a Subscription Term, the Client wishes to acquire and install a New Version, the Subscription Fee for that Subscription Term shall be amended as specified by PrecisionPoint in accordance with the Contract and subject to payment of the amended Subscription Fee, the New Version shall become the Licensed Software for the purposes of the Contract (and will be supported in accordance with the Support Policy)

2 ADDITIONAL SERVICES

- 2.1 The Client may request additional services in relation to the Licensed Software. Such additional services shall be specified in the Order and additional fees may be charged if specified in the Order. Additional Services may include the following.
 - 2.1.1 **Customisation of Licensed Software:** limited customization of the Licensed Software may be provided by PrecisionPoint. The scope of any such customization shall be specified in the Order. Additional fees may be charged for such customization, if specified in the Order.
 - 2.1.2 **Data Reconciliation:** If the Client requests PrecisionPoint's support to assist in data reconciliation issues arising from the Client's customisation of the Required Software and/or data entry methods used by the Client, such support will be provided for a period of up to 8 Normal Working Hours in any Subscription Term under this Agreement. In circumstances where such support exceeds 8 Normal Working Hours, PrecisionPoint may (at its discretion) continue to provide such support services subject to payment by the Client of additional Fees for such continued service as agreed with PrecisionPoint.

PRECISIONPOINT SUPPORT POLICY

1 DEFINITIONS

1.1 The following definitions shall apply in this Support Policy:

1.1.1 **Business Day:** any day which is not a Saturday, Sunday or public holiday in England;

1.1.2 **Licensee:** the licensee of the Supported Software named in the Contract;

1.1.3 **Contract:** a contract between PrecisionPoint and the Licensee for the licence and support of PrecisionPoint's proprietary software;

1.1.4 **Maintenance Release:** any release of the Supported Software (including any patch, error correction, modification or update to the Supported Software) that corrects faults, adds functionality or otherwise amends or upgrades the Supported Software, but which does not constitute a New Version;

1.1.5 **New Version:** any new version of the Supported Software which from time to time is publicly marketed and offered for purchase by PrecisionPoint in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

1.1.6 **Support Hours:** 9.00 am to 5.00 pm local UK time, each Business Day

1.1.7 **Supported Software:** such of PrecisionPoint's software as is identified as "Supported Software" under the Contract.

2 SUPPORT POLICY

2.1 The support and maintenance services set out in this Support Policy will be provided to Licensees of PrecisionPoint in accordance with their current Contract.

2.2 This Support Policy may be varied by PrecisionPoint at any time. All such variations take effect on the date on which the revised Support Policy is posted on PrecisionPoint's website or on which the revised Support Policy is notified to the Licensee, whichever is the earlier.

2.3 The provision of support and maintenance services under this Support Policy is strictly subject to the payment of applicable support fees in accordance with the Contract.

3 SUPPORT AND MAINTENANCE

3.1 PrecisionPoint may, at its discretion, provide Maintenance Releases to the Licensee from time to time. Each Maintenance Release should be installed by the Licensee within 60 days of it being provided by PrecisionPoint.

3.2 Support for the Supported Software consists of technical support for the Supported Software and remote diagnosis of faults within Support Hours. PrecisionPoint will use commercially reasonable efforts to resolve any support issues arising from faults in the Supported Software reported to PrecisionPoint by the Licensee in accordance with this Support Policy. However, PrecisionPoint reserves the right to determine whether to revise, enhance or otherwise modify the Supported Software and which features, functionality and other changes to make to the Supported Software. Information provided by the Licensee may be used by PrecisionPoint to support or enhance the Software.

3.3 No support will be provided outside Support Hours. PrecisionPoint is not required to provide any support services at the Licensee's premises. All notifications of faults and errors in the Supported Software must be made by the Licensee to the PrecisionPoint support email address or via the support function on the PrecisionPoint website.

3.4 PrecisionPoint will use its reasonable endeavours to respond to support requests within 24 hours (or on the next Business Day, where the support request is made on a Friday or the day before a public holiday in England)

3.5 No representation of warranty is given by PrecisionPoint that faults or errors in the Supported Software will be fixed or will be fixed within a specified period of time.

3.6 PrecisionPoint reserves the right to implement error corrections solely in the latest version of the Supported Software.

3.7 The Licensee shall provide PrecisionPoint and its support staff and all other persons duly authorised by PrecisionPoint with full, safe and uninterrupted access including remote access to the Supported Software as may reasonably be required for the purpose of providing support and maintenance, such access to be within the Support Hours

4 CONTACT

4.1 The Licensee will provide PrecisionPoint with the contact details for no more than 2 named contacts who will

PRECISIONPOINT SUPPORT POLICY

be authorised to issue support requests to PrecisionPoint. PrecisionPoint is not required to accept support requests from any other person.

5 EXCLUSIONS

- 5.1 Support and maintenance of customised versions of the Supported Software may be subject to additional charges.
- 5.2 PrecisionPoint shall not be obliged to provide support for the Supported Software where faults arise from:
 - 5.2.1 misuse, incorrect use of or damage to the Supported Software;
 - 5.2.2 failure to maintain the necessary environmental conditions for use of the Supported Software;
 - 5.2.3 relocation or installation of the Supported Software by any person other than PrecisionPoint or a person acting under PrecisionPoint's instructions;
 - 5.2.4 any modifications or amendments to the Supported Software made by any person other than PrecisionPoint;
 - 5.2.5 use of the Supported Software in combination with any equipment or software not recommended by PrecisionPoint;
 - 5.2.6 any fault in any equipment or software used in combination with the Supported Software;
 - 5.2.7 any failure by the Licensee to implement any patch, fix or upgrade to the Supported Software (or to any recommended by PrecisionPoint) including failure to implement any Maintenance Release;
 - 5.2.8 any breach of the Licensee's obligations under the Contract (including this Support Policy); or
 - 5.2.9 operator error.