

GENERAL TERMS OF SERVICE (Revised: 1 November 2008)

1. Role of the Parties. In providing related Professional Services to you (the Customer) under this Master Services Agreement, BlueBridge One (BlueBridge One Business Solutions Limited) is acting solely as a supplier and independent contractor. You are fully and exclusively responsible for determining your own data processing requirements and for satisfying yourself that the Professional Services meet such requirements.

2. Assignment. You may not assign, by operation of law or otherwise (including, without limitation, by means of outsourcing), this Master Services Agreement, in whole or in part, whether or not to your Affiliate or a successor to your business, without the prior written consent of BlueBridge One, which consent shall not be unreasonably withheld.

BlueBridge One may subcontract portions of its responsibilities under this Master Services Agreement, provided that BlueBridge One will remain responsible under this Master Services Agreement for the proper performance of such responsibilities by the subcontractor.

3. Non-Solicitation and Hiring of Other's Employees. During BlueBridge One's performance under this Master Services Agreement, each party will have contact with the key personnel of the other party. In order to preserve the integrity of our relationship, you and BlueBridge One each agree not to, and not to assist any third party to, without the prior written consent of the other party hereto, solicit for employment, hire or utilize the services of any person who is then, or who was within the immediately preceding twelve (12) months, an employee of the other party. In addition, you agree that the restriction in the preceding sentence shall apply to your soliciting, hiring or utilising any consultant retained by BlueBridge One to provide services to you under this Agreement. The provisions of this Paragraph 3 shall remain in effect for a period ending one year after the latest to occur of (a) termination of Maintenance, or (b) completion of any Professional Services under this Master Services Agreement. In the event of a breach of this Paragraph 3, the breaching party shall pay to the other party, as liquidated damages and not as a penalty, a sum equal to one hundred fifty percent (150%) of the annual compensation agreed to be paid by the breaching party to the person hired. This remedy is in addition to any other remedies available at law or in equity.

4. Publicity: Confidentiality. You hereby give permission for BlueBridge One to accurately disclose the transactions provided for in this Master Services Agreement (identifying you by name only) in any press release, promotional material or other literature prepared by or for BlueBridge One: provided, however, that no quotes of your employees or agents will be used without their express consent. Otherwise, neither you nor BlueBridge One will disseminate (except in a confidential manner in that party's legal, accounting and professional advisers, on a "need-to-know" basis) any publicity or information about this Master Services Agreement, its terms and conditions and the transactions contemplated hereunder, or the confidential information of the other party, without the prior written consent of the other party; provided, however, that either party may comply with any legal, governmental or judicial requirement of disclosure upon timely written notice of such requirement to, and co-operation in obtaining necessary protective arrangements with, the other party.

5. Payment. All Fees due hereunder shall be paid without offset or deduction of any kind, including, without limitation, government mandated withholdings (which you shall "gross up" to ensure that BlueBridge One gets paid the full amount of the Fees due hereunder). Fees not paid in accordance with the payment schedules provided for in this Master Services Agreement shall be subject to a late payment penalty. You shall reimburse BlueBridge One for any of its expenses (including, without limitation, legal and attorney fees) incurred in the collection of overdue Fees.

All Fees are payable in the currency specified in the applicable Statement of Work. All Fees are exclusive of any applicable shipping costs and sales, use, property and other taxes and

import or other duties, however designated or levied (except taxes assessed upon the profit or gain of BlueBridge One), all of which shall be your responsibility. You agree that any such shipping costs, taxes and duties which are separately stated on BlueBridge One' invoices shall be payable by you directly to BlueBridge One unless you provide to BlueBridge One satisfactory evidence of tax exemption. In the event that BlueBridge One shall pay such taxes or charges from its own funds; you shall promptly reimburse BlueBridge One for all such taxes or charges paid on your behalf, including any related Interest or penalty charges.

6. Default and Termination. BlueBridge One may terminate this Master Services Agreement, and any Maintenance and/or Professional Services provided under this Master Services Agreement, in whole or in any part (including any one or more Statement of Work/s), effective upon thirty (30) days prior written notice, if (i) you breach any provision of this Master Services Agreement, including, without limitation, your failure to timely pay any Fees, but such termination shall not take effect if you cure such breach prior to the expiration of the notice period, or (ii) you enter into liquidation, whether voluntarily or compulsory, or have a receiver appointed, or commit an act of bankruptcy, or become insolvent, or enter into any arrangement with your creditors, or take or suffer any similar action in consequence of debt, or cease, or threaten to cease, to carry your business.

Termination of this Master Services Agreement in whole or in any part (including any one or more Statement of Work/s) under this Paragraph shall be without prejudice to the right of BlueBridge One to retain any Fees paid before termination: to request payment of any Fees that were due and unpaid or not yet invoiced at the effective date of termination: to continuation of any portion of this Master Services Agreement not so terminated: and/or to obtain equitable relief, damages, or both, for breach by you of any provision of this Master Services Agreement.

7. Information and other requests. BlueBridge One shall notify you on completion of all services undertaken in relation to any Statement of Work. You hereby agree to provide BlueBridge One with a prompt and adequate response to information, and other requests required for the delivery of services under this agreement. In the event that BlueBridge One makes a reasonable request that is not timeously or adequately responded to, BlueBridge One reserves the right to issue a Final Notice pertaining to the request. If a response to the Final Notice is not received within thirty (30) days BlueBridge One reserves the right to be relieved of any further obligations relating to the Statement of Work. In addition, all outstanding professional services fees associated with the Statement of Work shall be considered earned in full as of the expiration of the thirty (30) day period. Any and all services requested following the expiration of the aforementioned thirty (30) day period will require the execution of a new Statement of Work.

8. Limitation of Liability.

NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THE SOFTWARE, MAINTENANCE OR PROFESSIONAL SERVICES BY BLUEBRIDGE ONE. IN NO EVENT WILL BLUEBRIDGE ONE BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL LOSS, DAMAGE OR EXPENSE (INCLUDING BUT NOT LIMITED TO, LOSS DUE TO INABILITY TO OBTAIN DATA, LOSS OF BUSINESS, OR LOSS OF ANTICIPATED PROFITS) IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE, FURNISHING, FUNCTIONING OR USE OF ANY SOFTWARE, MAINTENANCE OR

PROFESSIONAL SERVICES PROVIDED UNDER THIS MASTER SERVICES AGREEMENT, OR LACK THEREOF, EVEN IF ADVISED OF THAT POSSIBILITY.

REGARDLESS OF THE CAUSE OF ACTION, BLUEBRIDGE ONE'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE FEES YOU PAID FOR THE PARTICULAR SOFTWARE, MAINTENANCE OR PROFESSIONAL SERVICES (AS THE CASE MAY BE) INVOLVED.

9. **Notices.** Notices (other than invoices and other routine business communications) provided for in this Master Services Agreement shall be in writing and shall be sent pre-paid, by reputable "overnight" courier, to the executive and address of the other party set forth on the Statement of Work, or to such other executive or address as that party shall hereafter give written notice. Notice shall be deemed given when sent in accordance with the foregoing.
10. **Force Majeure.** Neither party shall be liable for delay or failure in the performance of its obligations under this Master Services Agreement arising from any one or more events which are beyond its reasonable control. Upon such delay or failure affecting a party, that party shall notify the other party and use all reasonable endeavours to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable.
11. **Export Control Compliance.** You agree to comply with all applicable export control laws and regulations.
12. **Waiver.** The failure of either party to enforce or exercise, at any time or for any period of time, any term of, or any right arising pursuant to, this Master Services Agreement does not constitute a waiver of such term or right and shall in no way affect that party's right to later enforce or exercise such term or right or any other.
13. **Interpretation.** This Master Services Agreement, together with any Statement of Work represents the entire agreement between you and BlueBridge One governing the provision of all software products and/or related services to you by BlueBridge One, and supersedes and nullifies all prior agreements, statements, representations, requests for proposals, proposals, understandings, demonstrations and negotiations between us. You agree that, in entering into this relationship with BlueBridge One, you are not relying on any statement or representation made by a representative of BlueBridge One that is not expressly set forth in this Master Services Agreement or an appended Statement of Work.

In the event of inconsistencies or conflicts among the terms of the various Statement of Works appended to this Master Services Agreement, and in the absence of expressly stated rules of precedence in the conflicting Statement of Work, then the later-dated Statement of Work shall take precedence over earlier-dated Statement of Work.

The invalidity or unenforceability of any term or condition of this Master Services Agreement shall in no way affect the remaining terms or conditions. As used in the Master Services Agreement, the singular of any term includes the plural and the plural includes the singular, whenever the context so requires. The paragraph headings in this Master Services Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Master Services Agreement.

Recognising BlueBridge One's need for uniformity in the interpretation of this Master Services Agreement regardless of the location of the specific parties, and desiring to choose a governing law that is considered fair, comprehensive and well respected, the parties agree that this Master Services Agreement shall be governed by and interpreted under the laws of the England and Wales, without regard to its conflict of laws rules, and that the United Nations Convention on the International Sale of Goods shall not apply to this Master Services Agreement.

No actions, regardless of form, arising from the transactions contemplated by this Master Services Agreement, may be brought by either party hereto more than one (1) year after the facts creating the cause of action become known to that party.

14. **Execution.** This Master Services Agreement may be executed in more than one counterpart (Statement of Work), each of which shall be an original, and both of which, taken together, shall constitute one and the same Agreement. Both parties agree that for routine business communications recorded Electronic communications in whatever form are as legally effective as original signatures.

15. **BlueBridge One Responsibilities.** The BlueBridge One Professional Services Manager (PSM) will be responsible for:

15.1 Advising you of best business practices to enable better usability of the application.

15.2 Working with your Implementation Project Lead to schedule and facilitate all necessary work with you on a timely basis.

15.3 Maintaining an issue list which will entail the problem background and business impact. The PSM will work with your resources to evaluate options and recommend actions towards resolving all such issues.

16. **SuiteExtenders.** Recurring services offered as packaged customisations (SuiteExtenders) and provided within the terms of this agreement are billed annually in advance. The fixed annual fee includes a charge for maintenance.

BlueBridge One will not be responsible for any changes in the terms of service of a third party vendor or any related third party service provider which limits or prevents the on going use of the SuiteExtender for whatever reason.

In the event that you wish to terminate use of a SuiteExtender then you must notify BlueBridge One thirty days or more prior to the maintenance period end date of your intention. In such event you undertake to provide BlueBridge One with the necessary access to uninstall the SuiteExtender from your system.

BlueBridge One shall not be responsible for any third party licensing or services costs incurred as a consequence of your purchase or use of the SuiteExtender.

BlueBridge One and its partners shall retain their rights, title and interest in and to any SuiteExtender published by them. You undertake not to disseminate, reverse engineer, translate, decompile or disassemble the SuiteExtender or permit any third party to do so, except to the extent permitted by law.

17. **Maintenance.** Maintenance is included in the annual charge for all SuiteExtenders. Maintenance on all other ad hoc customisation services provided by BlueBridge One is mandatory and is billed at a rate of 10% of the cost of the customisation. Maintenance is payable annually in advance.

Maintenance covers the amendment to any code or customisation authored by BlueBridge One which is reasonably required in order to maintain it in good working order based on the original design specification, including but not limited to amendments required as a direct consequence of a vendor software update.

Owing to the reliance on one or more software Vendor BlueBridge One is not in a position to guarantee a fixed response time for dealing with Customer reported errors; however BlueBridge One does undertake to use all reasonable endeavours in responding to, and correcting such errors.

18. **Customisations.** You acknowledge that from time to time, as a direct consequence of a Vendor software update, customisations undertaken by BlueBridge One may cease to operate as expected and that BlueBridge One does not accept responsibility for such an occurrence other than as contemplated elsewhere in this agreement.

BlueBridge One undertakes to use all reasonable endeavours to ensure that customisations it performs comply with all design and coding standards communicated by the relevant software Vendor which to the best of their knowledge are current at the time.