

SOFTWARE LICENSE AGREEMENT

IMPORTANT! THIS AGREEMENT GOVERNS USE OF THE PRODUCT (AS DEFINED IN THIS AGREEMENT). THIS AGREEMENT WILL BE LEGALLY BINDING WHEN YOU ACCEPT OUR “TERMS OF SERVICE”.

YOU REPRESENT THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY (OR OTHER LEGAL ENTITY).

This Software License Agreement (“**Agreement**”) is entered into between BlueBridge One Business Solutions Limited with its registered office located at Batchworth Lock House, 99 Church Street, Rickmansworth, WD3 1JJ, United Kingdom (“**Company**”), and the entity listed on the Order provided in connection with this Agreement (“**Customer**”).

Capitalised terms not otherwise defined herein will have the meaning given to them in Section 22. This Agreement is effective as of the date accepted by Company (“**Effective Date**”).

1. Product License. Subject to the terms and conditions of this Agreement and during the Term, Company will make the Product available to Customer solely for Customer’s or its Affiliates internal business operations. The terms of this Agreement will also apply to updates and upgrades subsequently provided by Company to Customer for the Product. Company may make available updates to the functionality and user interface of the Product from time to time in its sole discretion.

2. Ordering. The Product may be ordered by Customer placing an Order through the Company website or by Customer approving a Statement of Work issued by the Company. Each Order will include at a minimum a listing of the Product. Except as otherwise provided on the Order, each transaction will be subject to the terms and conditions of this Agreement.

3. Restrictions. Customer is responsible for all activities conducted by its Users, including through User logins if applicable. Unless authorised by Company in writing, Customer’s use of the Product will not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use (use of one login by more than one individual), or time-sharing of the Product. Customer will not and will not permit any third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Product or any part thereof or otherwise attempt to discover any source code or modify the Product in any manner or form unless expressly allowed in the documentation; (b) use unauthorised modified versions of the Product; (c) use the Product in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (d) publish, post, upload or otherwise transmit Customer Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (e) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Product.

4. License Term, Fee, Payment & Taxes.

4.1. Term of Agreement. The term of this Agreement will be for one (1) year commencing on the Start Date (“**Initial Term**”), unless otherwise agreed by Company and Customer or earlier terminated pursuant to Section 8.2, and the Term will be extended as set forth in subsequent renewal (each successive renewal term, a “**Renewal Term**”) (collectively “**Term**”). The Term will be automatically extended for successive Renewal Terms of one (1) year each unless either party provides written notice of non-renewal to the other at least thirty (30) days before such expiration. On termination of this Agreement Company reserves the right to request Customer to remove Product from their NetSuite Inc. account.

4.2. Fees and Payment. Customer will pay the fees as specified in the Order. In the event that Company provides certain professional services to Customer, the parties will negotiate a separate agreement. Additional Users and other items purchased during a term will co-terminate with and be prorated through the then current end date. Fees for the Product on all subsequent Orders and renewals will be set at then current Company pricing, unless otherwise agreed to by the parties.

4.3. Taxes. The fees listed on the Order, unless expressly indicated do not include VAT, any local, state, federal or foreign taxes, levies or duties of any nature (“**Taxes**”). If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be invoiced to and paid by Customer unless Customer provides Company with a valid tax exemption certificate authorised by the appropriate taxing authority.

4.4. Late Payments. Any late payments will be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less.

5. Proprietary Rights.

5.1. Ownership of Customer Data. As between Company and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer.

5.2. Company Intellectual Property Rights. Customer agrees that all rights, title and interest in and to all intellectual property rights in the Product are owned exclusively by Company or its licensors. Except as provided in this Agreement, the license granted to Customer does not convey any rights in the Product, express or implied, or ownership in the Product or any intellectual property rights thereto. In addition, Company will have a royalty-free, worldwide, transferable, sublicensable, irrevocable, and perpetual license to use or incorporate into the Product any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Product. Any rights not expressly granted herein are reserved by Company. Company marks, logos and product and Product names are marks of Company, respectively (the “**Company Marks**”). Customer agrees not to display or use the Company Marks in any manner without Company’s express prior written permission. The trademarks, logos and Product marks of Third Party Application providers (“**Marks**”) are the property of such

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third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

6. Terms of Product. Customer agrees to the following terms of Product.

6.1. Internet Access, NetSuite Inc. Account. High speed Internet connection and an active NetSuite Inc. account is required to use the Product. Customer is responsible for procuring and maintaining the network connections that connect the Customer network to the Product, including, but not limited to, "browser" software that supports protocols used by Company, including Secure Socket Layer (SSL) protocol or other protocols accepted by Company, and to follow logon procedures for Products that support such protocols. Company is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software. Company is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by Company.

6.2. Email and Notices. Customer's email address for communication and notice purposes relating to this Agreement will be set forth in the Order.

6.3. Users: Passwords, Access and Notification. Customer will be responsible for all content and data, including, but not limited to, Customer Data, entered electronically through the Product. Customer will use commercially reasonable efforts to prevent unauthorised access to or use of the Product and will promptly notify Company of any unauthorised access or use of the Product and any loss or theft or unauthorised use of any User's password or name and/or Product account numbers.

6.4. Customer's Lawful Conduct. Customer will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Product, including without limitation those related to privacy, electronic communications and anti-spam legislation. If applicable, Customer is responsible for ensuring that its use of the Product to store or process credit card data complies with applicable Payment Card Industry Data Security Standards requirements and will store credit card data only in the designated fields for such data. Customer will comply with the export laws and regulations of the countries and other applicable jurisdictions in using the Product and obtain any permits, licenses and authorisations required for such compliance. Without limiting the foregoing, (i) Customer represents that it is not named on any government list of persons or entities prohibited from receiving exports, (ii) Customer will not permit Users to access or use the Product in violation of any export embargo, prohibition or restriction, and (iii) Customer will comply with all applicable laws regarding the transmission of technical data exported from the countries in which its Users are located. Customer will not use the Product in any manner that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this Agreement, no part of the Product may be copied, reproduced, distributed, republished, displayed,

posted or transmitted in any form or by any means. Customer agrees not to access the Product by any means other than through the interfaces that are provided by Company. Customer will not do any "mirroring" or "framing" of any part of the Product, or create Internet links to the Product which include log-in information, user names, passwords, and/or secure cookies. Customer will ensure that all access and use of the Product by Users is in accordance with the terms and conditions of this Agreement, including but not limited to those Users of Customer's contractors, agents, and Affiliates.

6.5. Third Party Applications. Company may offer links to other websites, resources, third party applications or services, including implementation, customisation and other consulting services related to customers' use of the Product. Company does not warrant any such third party content, third party applications, or services except as set otherwise agreed between Company and Customer. Any purchase by Customer of any third party applications or services is solely between Customer and the applicable third party provider.

6.6. Support. If included on an Order, Company will provide Customer with technical support to assist Customer in its use of the Product.

6.7. Modifications; Discontinuation of Product. Company may make modifications to the Product or particular components of the Product from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. Company reserves the right to discontinue offering the Product at the conclusion of Customer's then current Term. Company will not be liable to Customer nor to any third party for any modification of the Product as described in this Section 6.7.

7. Warranties. Company warrants that (i) Product shall conform in all material respects with their description. (ii) Company has the right to grant the licences in relation to Product. (iii) services will be provided using reasonable care and skill and in accordance with applicable law. (iv) Product shall be reasonably free from material defects in design, material and workmanship. The sole remedy for breach of this clause shall be correction of the defects by Company within a reasonable time or the provision of a workaround if rectification of the defect is not reasonably possible. Company shall, at its discretion, repair or replace defective Product, or refund the price of the defective Product in full.

Company shall not be liable for the Products' failure where the Customer failed to follow Company oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or, (if there are none) good practice; the Customer alters or repairs such Product without the written consent of the Company; the defect arises as a result of fair wear and tear, willful damage, negligence, abnormal working conditions or modifications made by a third party vendor or service provider, including NetSuite Inc., or the Product differs from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

Company shall not be liable to Customer or any third party for (i) the cost of third party software or service acquired by

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Customer for use in relation to the Product, or (ii) any other liability relating to use of the third party software or service.

Company makes no warranty in relation to any third party software or service used in relation to Product. Companies' warranty shall be null and void to the extent caused by any unauthorised modifications, use or improper installation of the Product by or on behalf of the Customer, or if unauthorised attempts to rectify the defect have been made by persons other than Company. Company does not warrant that the functions of the Product will meet the Customer's requirements or that operation of the Product will be uninterrupted or error free. The Customer assumes responsibility for selecting the Product to achieve its intended results and for the use and results obtained from the Product.

8. Suspension/Termination.

8.1. Suspension for Ongoing Harm. Customer agrees that Company may suspend access to the Product if Company reasonably concludes that Customer's Product is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of the Product is causing immediate, material and ongoing harm to Company or others. Company will use commercially reasonable efforts to limit the suspension to the offending portion of the Product and resolve the issues causing the suspension of Product. Customer agrees that Company will not be liable to Customer nor to any third party for any suspension of the Product under such circumstances.

8.2. Termination for Cause/Expiration. Either party may immediately terminate this Agreement and all Orders issued hereunder in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party will expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and will be sent to the address specified in the Order (or such other address that may be provided pursuant to this Agreement). Upon termination or expiration of this Agreement, Customer will have no rights to continue use of the Product. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, Customer agrees that Company will be entitled to all of the fees due under this Agreement for the entire Term.

9. Confidentiality. For purposes of this Agreement, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is clearly identified in writing or verbally at the time of disclosure as confidential. Notwithstanding the foregoing, Confidential Information shall include Customer Data and the terms of this Agreement including the pricing and other terms reflected in all Orders, and Company technology and technical information, product designs, issues, and Company support cases will be considered Confidential Information of Company. Confidential Information will not include information that: (i) is known publicly; (ii) is generally known in the industry before disclosure; (iii) has become known

publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (iv) the Receiving Party becomes aware of from a third party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information to the Receiving Party; or (v) is aggregate statistical data regarding customers' use of Company's products and services that does not contain any personally identifiable or Customer-specific information.

Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the Disclosing Party; (b) not to use or disclose the Confidential Information of the Disclosing Party except to the extent necessary to perform its obligations or exercise rights under this Agreement, except with the Disclosing Party's prior written consent; (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation.

10. Disclaimer of Warranties.

COMPANY DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE PRODUCT WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE PRODUCT OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE PRODUCT AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE PRODUCT OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

11. Limitations of Liability.

11.1. Exclusion of Consequential Damages. CUSTOMER AGREES THAT THE CONSIDERATION WHICH COMPANY IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY COMPANY OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL

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EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY.

11.2. Limitations on Direct Damages. Except with regard to amounts due under this Agreement, the maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Product, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, will in no case exceed the greater of: (i) US\$50.00; or (ii) the amounts paid or payable by Customer hereunder in the twelve months preceding the incident giving rise to liability. Company will not be liable to the extent such liability would not have occurred but for unauthorised access or disclosure of credit card or social security numbers stored by Users in the Product other than in the designated fields for such numbers or User-transmission email in unencrypted form. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with the license of the Product and that, were Company to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

12. Indemnification.

12.1. Customer's Indemnity. Customer will, at its own expense and subject to the limitations set forth in this Section 10, defend Company from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") (i) alleging that the Customer Data or any trademarks or Product marks other than Company Marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 9 above and will hold Company harmless from and against liability for any Losses to the extent based upon such Claim.

12.2. Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section 12, the indemnified party will: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The

indemnification obligations under this Section 12 are expressly conditioned upon the indemnified party's compliance with this Section 12.2 except that failure to notify the indemnifying party of such Claim will not relieve that party of its obligations under this Section 12 but such Claim will be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section 12 will survive termination of this Agreement for one year.

13. Dispute Resolution. Each party agrees that before it or any employee, agent or representative of the party files a claim or suit with a court, tribunal, agency, or other public forum, it will provide thirty (30) days prior written notice to the other and that, within such thirty (30) day period (or longer, if extended by mutual desire of the parties), authorised representatives of the parties will meet (or confer by telephone) at least once in a good faith attempt to resolve the perceived dispute.

14. Force Majeure. Neither party will be liable for any loss or delay resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage (other than those involving Company employees), internet service provider failures or delays, civil unrest, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Product date will be extended to the extent of any delay resulting from any force majeure event.

15. Severability. If any term, part or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remaining provisions thereof shall remain in full force and effect and in no way be affected, impaired or invalidated, except when by reason thereof the fundamental nature of the Agreement is thereby frustrated.

16. Third Party Contracts. No person who is not a party to the Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act. Any rescission variation amendment or waiver to or of the Agreement shall not require the consent or approval of any person who is not a party to the Agreement.

17. Waiver. The failure of either party at any time to enforce any provisions of the Agreement shall in no way affect that party's rights thereafter to require complete performance by the other party hereto, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or to be or held to be a waiver of the provision itself. Any waiver to be effective must be in writing.

18. Whole Agreement. This Agreement, including all Orders, and read conjunction with our "[General Terms of Service](#)", constitutes the entire understanding between Customer and Company. The parties expressly disclaim any reliance on any and all prior discussions, emails, request-for-proposal's, or agreements between the parties. There are no other verbal agreements, representations, warranties

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undertakings or other agreements between the parties. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Company to object to such terms, provisions, or conditions.

19. Governing Law. This Agreement will be governed by, and construed in accordance with, English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement (or the Product) will be subject to the exclusive jurisdiction of the said courts.

20. Currency. All prices quoted are in Pound Sterling, US Dollars or South African Rand only.

21. General Provisions. This Agreement will inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Company reserves the right to name Customer as a user of the Product. The Agreement will not be modified, or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, or by a properly executed Order. Sections 4.2, 4.3, 4.4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 will survive the termination or expiration of this Agreement. This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so executed will be equally binding as an original copy of this Agreement executed in ink by both parties.

22. Definitions.

“Affiliates” means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of Customer.

“Customer Data” means all electronic data or information submitted to the Product by Customer or its Affiliates.

“Order” means a Company ordering document in the name of and executed by Customer or its Affiliate and accepted by Company which specifies the Product to be provided by Company subject to the terms of this Agreement.

“Product” means, collectively, Company's product(s) set forth on an Order.

“Users” means individuals who are authorized by Customer to use the Product. Users may include but are not limited to Customer's and Customer's Affiliates' employees, consultants, contractors, and agents.