

**SILWOOD TECHNOLOGY LIMITED
END USER LICENSE AGREEMENT**

Licensee Name: <<Licensee Name>>

Effective Date: <<Effective Date>>

Silwood Technology Limited Agreement Number: <<Silwood Agreement Number>>

This End User License Agreement ("Agreement") is entered into by and between the Licensee identified above ("Licensee") and **Silwood Technology Limited**, a limited liability company incorporated in England (Registered number 02646501) with offices at Silwood Business Centre, Silwood Park, Buckhurst Road, United Kingdom ("Silwood") (each a "Party" and together the "Parties"), as of the date specified above ("Effective Date"). Silwood agrees to grant Licensee certain Software licenses, subject to the attached Terms and Conditions and Exhibit(s). This Agreement will govern Licensee's initial purchase of the Products and, unless otherwise specified by Silwood, any future orders for Silwood Products by Licensee. Capitalised terms are defined in Section 1 of the attached Terms and Conditions.

EXHIBIT(S):

Exhibit A: Maintenance Terms and Conditions

EACH PARTY WARRANTS THAT IT HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM UNDER THIS AGREEMENT AND THAT THE PERSON SIGNING THIS AGREEMENT ON THEIR RESPECTIVE BEHALF IS DULY AUTHORISED AND EMPOWERED TO DO SO. THE SIGNATORY CERTIFIES THAT THEY HAVE READ THIS AGREEMENT, INCLUDING ALL RELEVANT EXHIBITS.

Licensee

Silwood Technology Limited

By: _____
(signature)

By: _____
(signature)

Name: <<Name>>

Name: <<Name>>

Title: <<Title>>

Title: <<Title>>

Date: <<Date>>

Date: <<Date>>

Licensee Notice Information:

Silwood Notice Information:

Address: <Address>
<Address>

Silwood Technology Limited Silwood Business Centre,
Silwood Park,
Buckhurst Road,
United Kingdom

Attention: <Attention>

Attention: Contracts

Phone: <Phone>

Phone: +44(0)<<Enter Telephone No.>>

Fax: <Fax>

Fax: +44.(0)<<Enter Fax No.>>

Email: <Email>

Email: <<Enter Email>>

AGREEMENT TERMS AND CONDITIONS

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

Business Day: means a day (other than a Saturday or Sunday) on which banks are open for business in London;

Designated Use: the right to install, load, utilise, store and display the Software, solely for Licensee's internal business purposes, for use solely by the number of Named Users set forth in the applicable Order(s).

Documentation: the standard written materials regarding the specifications of the Software provided by Silwood with the Software.

Intellectual Property Rights: means patent, invention, discovery, know-how, moral, technology, copyright, trade secret, trademark, confidentiality, proprietary, privacy, or similar rights (including rights in applications, registrations, filings and renewals) and any other intellectual property rights recognised in any country or jurisdiction in the world.

Maintenance: maintenance and user support for the Software offered by Silwood pursuant to the plan described in Exhibit A.

User means an individual within the Licensee's organisation authorised to use the Software;

Price List: Silwood's then current Product price list, which may be modified from time to time in Silwood's sole discretion.

Products: all Silwood Software, Documentation, Maintenance, Professional Services, Training and other services identified in the Price List.

Reseller: a reseller authorised in writing by Silwood to supply Products to Licensee hereunder.

Software: the Silwood software products in object code form listed on the Price List, including (except for purposes of Section 9.1) Maintenance Releases (as defined in Exhibit A), and related Documentation.

Territory: as set out in the Order Document, but if no Territory is set out in the Order Document, Territory shall mean worldwide, save in respect to relevant export restrictions.

Training: means training courses provided by Silwood or a third party on the use of the Software

Additional terms may be defined on the preceding cover page and in the Agreement's text and in the Exhibit(s).

2. Purchase Orders and Product Quotations.

Licensee, either directly to Silwood or through a Reseller, will initiate orders for Products with a valid Licensee purchase order or a mutually executed order document ("Order") in a form acceptable to Silwood. Orders must state the Product type, quantity, applicable prices, and any additional, mutually agreed terms, consistent with Silwood's Product quotation as provided to Licensee. Unless otherwise agreed herein, Licensee may not modify or cancel an Order at any time after partial or complete delivery of Products specified in the Order.

3. Delivery.

Silwood will promptly process Orders upon receipt. All Products will be deemed accepted upon delivery, subject to the warranties in Section 9, if applicable. Unless otherwise agreed by the Parties, Silwood will deliver all Software and Documentation by electronic download.

4. License.

4.1 a) License Grant. Subject to Licensee's compliance with the terms and conditions of this Agreement, the Exhibits, the Order Document and payment of all fee and tax obligations hereunder, Silwood grants to Licensee a personal, non-transferable (except as permitted hereunder), non-sub licensable, nonexclusive, perpetual or term licence (as paid for by Licensee and as provided in a relevant Order) to use the Software delivered pursuant to this Agreement in accordance with (i) the applicable Documentation, (ii) the Designated Use (iii) within the Territory and (iii) any other restrictions set forth in the applicable Order or this Agreement.

b) Notwithstanding any other provision of this Agreement, Licensee shall have the right to install the Software on any type or model of machine on which the Software is specified in the Documentation to operate, without restriction on size, type, processing capacity or speed of such machine or the CPUs therein. Licensee may on written notice to Silwood and the supply of new license keys, without additional charge, (a) upgrade or otherwise change the computer system on which the Software operates, (b) change the installation site of such computer system, (c) use the Software with any operating system and database with which the version of the Software licensed hereunder (or available without additional charge under Silwood's technical support services) is specified to operate in its Documentation.

c) Licensee Users. Licensee may, without charge at any time, revise the identities of the users who are authorised to use the Software as may be necessary or desirable by reason of new employee additions, employee separations,

re-assignment of employment duties, assignment or termination of contractors and agents and similar reasons. Save that new license keys will need to be issued for each installation.

d) Notwithstanding any other provision of this Agreement, Licensee shall have the right, on written consent of Silwood (such consent not to be unreasonably withheld or delayed) to permit a third party that Licensee has engaged to provide to Licensee information technology services (including without limitation facility management, software and/or hardware installation, maintenance or operation of computer systems, software implementation and development services, creation of new applications or uses of software in Licensee's businesses, disaster recovery, business process reengineering) to possess, install, access, use, operate and maintain the Software solely for the internal business benefit of Licensee.

e) Shrink Wrap Provisions. Silwood and Licensee agree that no "shrink-wrap" or "click-wrap" or "click-agree" agreements or license terms shall apply to any Software or Documentation provided. In the event that License or other terms or conditions related to the Software are provided with the Software or otherwise made available to Licensee, the terms and conditions of this Agreement shall prevail and such other licenses, terms or conditions shall have no force or effect.

4.2 Backup Copies. Licensee may make up to two (2) copies of the Software for back-up and archival purposes; provided that Licensee will reproduce any product identification, proprietary, trademark, copyright or other notices contained in the Software on all Software copies.

4.3. Restrictions. Licensee will not (and will not instruct or allow any third party to):

- (i) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions);
- (ii) except as permitted hereunder, distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, hosting, service provider or other computer services to third parties or otherwise make the functionality of the Software available to third parties;
- (iii) remove or in any manner alter any product identification, proprietary, trademark, copyright or other notices contained in the Software;

(iv) modify any part of the Software, create a derivative work of any part of the Software or incorporate the Software into other software, except to the extent expressly authorised in writing by Silwood;

(v) publicly disseminate performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the Software;

(vi) access any third party product as part of the Software with applications other than the Software; or

(vii) use or copy the Software, in whole or in part, except as expressly allowed under Sections 4.1 and 4.2.

4.4 Licensee agrees to promptly notify Silwood in writing of any third party violations of Section 4.3 of which Licensee becomes aware.

4.5 Use of Software requires the Licensee to be legitimately licensed to use the relevant SAP, SAP BW, PeopleSoft EnterpriseOne (formerly JDEdwards OneWorld), Oracle E-Business suite or Siebel products.

5. Ownership.

5.1 Software. Except as provided in Section 5.2, Silwood (or its licensors) will retain all Intellectual Property Rights (including, without limitation, all worldwide right, title and interest, related goodwill, and confidential and proprietary information) in and to the Products, any Product modifications and any derivative works based on the Products, and other code delivered or developed with the Products. Licensee's Software rights are limited to those expressly granted in this Agreement. All rights in and to the Software not expressly granted to Licensee in this Agreement are reserved by Silwood and its licensors.

5.2 Third Party Products. Title to any third party products included in the Software or otherwise provided to Licensee by Silwood ("Third Party Products") and all Intellectual Property Rights in and to them, are and will remain the Third Party Product owner's exclusive property. Nothing contained in this Agreement grants or confers any rights in or to any Third Party Products, expressly or by implication, except for the limited licenses set forth in Sections 4. Licensee will not use any Third Party Products that are included in the Software or otherwise provided to Licensee by Silwood, separately or apart from the Software. Silwood represents and warrants that i) it has the right to license any Third Party Products licensed to Licensee under this Agreement; and ii) Licensee shall have no obligation to pay any third party any fees, royalties or other payments for Licensee's use of any Third Party Products.

5.3 Nothing herein shall be construed to transfer to Silwood any right, title or interest in or to any data or content input

or entered by or for Licensee into the Software, or to any modifications to such data or content made through the operation of the Software.

6. Payment. For Orders issued directly to Silwood: Licensee agrees to pay Silwood the fees specified in Silwood's then-current Price List for all Products delivered in accordance with this Agreement. All payments will be made in the currency set out in the Order Document within thirty (30) days after invoice receipt. Licensee will be responsible for all taxes, withholdings, duties and levies arising from an Order (excluding taxes based on Silwood's net income). In addition, if relevant, Licensee will be responsible for all freight, packing, insurance and other shipping-related expenses. In the event that Silwood is required to collect any tax or expense for which Licensee is responsible, Licensee will pay such tax or expense directly to Silwood. Late payments are subject to a charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. Licensee will reimburse Silwood for all costs and expenses incurred (including legal fees) in collecting any overdue amounts. For Orders issued to a Reseller, payment terms shall be as agreed between Licensee and Reseller.

7. Term and Termination.

7.1 Term. This Agreement will commence on the Effective Date and will continue until terminated pursuant to the terms contained herein. Either Party may terminate this Agreement for its convenience upon ninety (90) days advance written notice to the other Party; provided, if there is an Order for which the Parties have obligations that extend beyond such termination date, the terms of this Agreement shall continue to apply until all obligations have been satisfied or until terminated in accordance with Section 7.2.

7.2 Termination for Cause. Either Party may terminate this Agreement, including any undelivered Orders, if the other Party: (i) fails to cure any material breach of this Agreement within thirty (30) days after a written breach notice; (ii) enters into or proposes to enter into any compromise or arrangement with its creditors, or convenes any meeting of such creditors, is or becomes unable to pay its debts within the meaning of the relevant insolvency law, commits any act of bankruptcy or is subject to an order or a resolution for its liquidation, administration, winding up or dissolution (other than for the purposes of amalgamation or solvent reorganisation); (iii) ceases operation without a successor; or (iv) seeks protection under any insolvency, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party (and not dismissed within thirty

(30) days). Notwithstanding the notice and cure period provided in Section 7.2 (i), in the case of a breach by Licensee of Sections 4.3, 13 or 14, this Agreement will terminate immediately upon written notice. Termination is not an exclusive remedy and the exercise by either Party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, in equity or otherwise.

7.3 Effect of Termination. Upon termination of this Agreement, any amounts owed to Silwood hereunder will be immediately due and payable and Silwood shall have no obligation to refund fees paid, to Licensee. In the event Silwood terminates due to Licensee's uncured breach of the license restrictions described in Section 4.3, (i) all license rights granted hereunder will immediately cease at the expiration of the cure period set forth in section 7.2, and (ii) Licensee will at the expiration of the aforementioned cure period immediately cease any and all use of any Software and destroy or erase all copies thereof and so certify to Silwood in a writing signed by an officer of Licensee.

7.4 Survival. Sections 4 (License, except that only Section 4.3 will survive in the event of an uncured breach of the license restrictions), 5 (Ownership), 6 (Payment), 7 (Term and Termination), 8. (Limited Warranty and Disclaimer), 11 (Limitation of Remedies and Damages), 12 (Indemnification), 13 (Confidential Information), 14 (Export Compliance) and 16 (General) will survive any termination of this Agreement.

8. Limited Warranty and Disclaimer.

8.1 Limited Software Warranty. Silwood represents, warrants and covenants to Licensee that: i) Silwood has full power and authority to enter into and perform its obligations under this Agreement; ii) Silwood's entering into and carrying out the terms and conditions of this Agreement will not violate or constitute a breach of any agreement binding on Silwood; iii) that, from a period beginning on the date of delivery of the applicable Software and ending 90 days thereafter the Software will perform in accordance with the Documentation (the Warranty Period"); iv) the Software is, and shall be, save in respect of Software license keys, free of all known (using commercially available virus scanning software) viruses, malicious codes, time bombs, Trojan horses, v) (a) it has title or a license to the Software and the full legal right to license the Software in accordance with this Agreement; (b) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Software or any component thereof alleging infringement or misappropriation of any patent, trademark, copyright or any trade secret or other proprietary right of any person; and (c) the Software does not infringe or misappropriate in any respect upon any patent, trademark, copyright

or any trade secret or other proprietary right of any person or entity; vi) the installation, maintenance and support services, if any, shall be performed in a professional and workmanlike manner, consistent with generally accepted industry standards; vii) in the performance of this Agreement, Silwood and the Software provided hereunder shall comply with all applicable laws, rules and regulations of applicable jurisdictions. Silwood does not warrant that the Software or Deliverables will meet Licensee's requirements; the Software or Deliverables will operate in the combinations that Licensee may select for use, Licensee's use of the Software or the Deliverables will be uninterrupted or error-free or any security mechanisms implemented by the Software will not have inherent limitations. Licensee must inform Silwood in writing during the Warranty Period if Software or any Deliverable does not operate as warranted and provide to Silwood such information and materials as Silwood may reasonably request to document and reproduce an issue. Following receipt of such information and materials, if Software or any Deliverable does not operate as warranted, Silwood will, at its election, either: (i) modify Software or Deliverable so that it operates as warranted; (ii) replace Software or Deliverable with other Silwood software offering substantially similar functionality; or (iii) if neither (i) nor (ii) is commercially feasible, refund the licence fee paid for the particular Software or the Deliverable giving rise to the warranty claim. Silwood will have no responsibility or obligation under the foregoing warranty or otherwise with respect to: (a) any Software or Deliverable that has been modified by anyone other than Silwood; or (b) failure of the Software or Deliverable caused by Licensee or its permitted agents and contractors through accident, abuse or misapplication

8.2 Exclusions. The warranty and remedies provided in Section 8.1 are the only warranties and remedies provided by Silwood in relation to the Software and Deliverables and are exclusive and in lieu of all other warranties, terms and conditions. Silwood does not warrant that the functions contained in the Software or any Deliverable will meet Licensee's requirements or that the operation of the Software or Deliverable will be uninterrupted or error-free. The obligations and liabilities of Silwood under this Agreement are in place of, and Licensee hereby waives (except where such waiver is prohibited by law) all implied guarantees and warranties, including without limitation, any warranty of condition, performance, satisfactory quality or fitness for a particular purpose whether or not any purpose has been notified to Silwood. Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referred to herein, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently

or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement as a warranty or representation. The only remedy available to Licensee for breach of such warranties or representations shall be for breach of contract under the terms of this Agreement. Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud, violation of the Confidentiality provisions set out herein or indemnification obligations.

8.3 Disclaimer. THIS SECTION 8 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY PRODUCT WARRANTIES MADE BY SILWOOD. SILWOOD DOES NOT MAKE ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY OTHER WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SILWOOD OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OR STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES OF ANY KIND WHATSOEVER ARE MADE BY ANY OF SILWOOD'S LICENSORS OR SUPPLIERS.

9. Maintenance.

Silwood agrees to provide Licensee with the level of Maintenance specified and paid for by Licensee in the applicable Order(s) in accordance with [Exhibit A](#).

10. Professional Services and Training.

10.1 Professional Services. Licensee may purchase professional consulting services ("Professional Services") from Silwood in accordance with the Price List or as otherwise agreed to in writing between the Parties. Professional Services provided hereunder consists solely of: (i) assistance with Software installation, configuration, deployment and usage; and/or (ii) development and/or delivery of additional related Silwood copyrighted software or code ("Deliverables"). Licensee will, subject to the terms of this Agreement, have a personal, perpetual, worldwide, non-transferable, non-sub-licensable, non-exclusive license to use any Deliverables provided as part of the Professional Services, but Silwood retains all worldwide right, title and interest in and to any such work product, code or Deliverable, and any derivative, enhancement or modification thereof created by Silwood (or its agents). Licensee will reimburse Silwood for travel and reasonably related expenses incurred by Silwood while performing the Professional Services. If Licensee purchases Professional Services, Licensee

and Silwood will schedule a mutually agreed time for Professional Services delivery. If Licensee cancels or postpones such time for any reason without providing to Silwood at least five (5) Business Days' advance written notice, Licensee will be responsible for fifty percent (50%) of the scheduled Professional Services price for the cancelled Professional Services. In addition, Professional Services must be utilised within twelve (12) months from the purchase date and, if not so utilised, Silwood will have no obligation to provide such Professional Services and Licensee will not be entitled to a refund of any amounts relating thereto.

10.2 Training Location and Expenses. If Licensee purchases Training, Licensee and Silwood will schedule a mutually agreed time for the delivery of such Training. If Licensee cancels or postpones such time for any reason without providing to Silwood at least five (5) Business Days' advance written notice, Licensee will be responsible for fifty percent (50%) of the price of the scheduled Training. In the event that training classes are held at a location other than Silwood's facilities, Licensee is responsible for travel and reasonably related expenses incurred by Silwood at Silwood's standard fees. In addition, any Training must be utilised within twelve (12) months from the purchase date and, if not so utilised, Silwood will have no obligation to provide such Training and Licensee will not be entitled to a refund of any amounts relating thereto.

11. Limitation of Remedies and Damages.

11.1 NEITHER LICENSEE NOR SILWOOD (NOR ANY OF SILWOOD'S LICENSORS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING DAMAGES AND LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THIS SECTION 11.1 SHALL NOT APPLY TO LICENSEE WITH RESPECT TO ANY CLAIMS ARISING FOR INFRINGEMENT OF SILWOOD'S INTELLECTUAL PROPERTY RIGHTS, CLAIMS UNDER SECTION 4.3 (RESTRICTIONS) OR SECTION 13 (CONFIDENTIAL INFORMATION).

11.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSEE'S OR SILWOOD'S (AND ITS LICENSORS) ENTIRE LIABILITY TO THE OTHER IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED 125% OF THE AMOUNTS ACTUALLY PAID OR PAYABLE BY LICENSEE TO SILWOOD UNDER THIS AGREEMENT. THIS SECTION 11.2 SHALL NOT APPLY TO LICENSEE WITH RESPECT TO ANY CLAIMS FOR INFRINGEMENT OF SILWOOD'S INTELLECTUAL PROPERTY RIGHTS, CLAIMS ARISING UNDER SECTION 4.3 (RESTRICTIONS) OR SECTION 13 (CONFIDENTIAL INFORMATION).

11.3 NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL MISCONDUCT.

11.4 The Parties agree that the limitations specified in this Section 11 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. The Parties acknowledge and agree that Silwood has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between Licensee and Silwood and form a basis of the bargain between the Parties.

12. Indemnification.

12.1 Indemnification by Silwood. Silwood will indemnify, defend and hold harmless at its own expense any suit or action against Licensee brought by a third party to the extent that the suit or action is based upon a claim that the Software or any Deliverable infringes any UK, European or U.S copyright, patent, or misappropriates any trade secrets recognised as such in the U.K, Europe or U.S, and Silwood will pay those costs and damages finally awarded by a court of competent jurisdiction (or agreed to in settlement) against Licensee in any such suit or action that are specifically attributable to such suit or action. The foregoing obligations are conditioned on Licensee providing Silwood with prompt written notice of the suit or action for which indemnity is claimed (provided that any failure to give notice will not affect Silwood's liability for reimbursement hereunder unless such failure has resulted in the loss of substantive rights with respect to its ability to defend such suit or action); giving Silwood sole control of the defence thereof and any related settlement negotiations; and providing (at Silwood's expense) Silwood with all assistance, information and authority reasonably required to defend or settle the suit or action. Notwithstanding the foregoing, Licensee may participate at its own expense in the defence of such suit or action. Silwood will have no obligation under this Section 12.1 or otherwise for any infringement suit or action based on (i) the use of a superseded or altered release of the Software or a Deliverable, (ii) the combination, operation or use of the Software or any Deliverable with software, hardware, data, or other materials not furnished by Silwood, (iii) use of the Software other than as permitted under this Agreement or the Documentation, (iv) modification to the Software or any Deliverable made by a Party other than Silwood, if a suit or action would not have occurred but for such modification, or (v) Silwood's compliance with any specifications or plans provided by Licensee. If the Software or any Deliverable becomes, or Silwood believes is likely to become, subject to an infringement suit or action, Silwood may, at its option and expense: (a) replace or

modify the Software or Deliverable so that it becomes non-infringing; (b) procure for Licensee the right to continue using the Software or Deliverable under the terms of this Agreement, or (c) accept return of the infringing Software or Deliverable, terminate this Agreement as to the infringing Software or Deliverable, and refund or credit for the fees paid by Licensee for such infringing Software or Deliverable less a reasonable allowance for the period of time Licensee has used the Software or Deliverable. The foregoing states Silwood's entire liability and Licensee's sole and exclusive remedies for infringement or misappropriation suits and actions of any kind.

12.2 Indemnification by Licensee. In the event of an infringement suit or action against Silwood that is based on any use or modification of the Software by Licensee that is described in whole or part in any of the exceptions to Silwood's indemnity as set forth in Section 12.1 or for Licensee's breach of Section 14 (Export), or 4.5 Licensee will defend, hold harmless and indemnify Silwood from and against any such action or claim, and will pay all damages, costs, liabilities and losses incurred by Silwood, including reasonable legal fees and costs, arising therefrom; provided that Silwood provides Licensee with: (i) prompt written notice of such suit or action (provided that any failure to give notice will not affect Licensee's liability for reimbursement hereunder unless such failure has resulted in the loss of substantive rights with respect to its ability to defend such suit or action); (ii) the sole control of the defence thereof and any related settlement negotiations; and (iii) all assistance, information and authority reasonably required to defend or settle the suit or action.

12.3 For avoidance of doubt, a Party's liability for indemnification reimbursement under Sections 12.1 or 12.2 shall not be deemed an indirect, special, incidental or consequential damage for purposes of Section 11.1.

13. Confidential Information.

13.1 General. Each Party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing Party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Notwithstanding the foregoing marking requirements, the Software, Documentation, technical information and other code or data of any type provided by Silwood (or its agents), the pricing offered by Silwood to Licensee, and this Agreement's terms and conditions (subject to Section 15) are Silwood Confidential Information without any mark-

ing or further designation. Except as expressly authorised herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information.

13.2 Exclusions. The Receiving Party's nondisclosure obligation will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees or contractors of the Receiving Party who had no access to such information.

13.3 Use and Disclosure Restrictions. Each Party will not use the other Party's Confidential Information except as necessary for the performance of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and contractors that need to know such Confidential Information for the purpose of performing this Agreement, provided that each such employee and contractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each Party will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such Party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party: (i) pursuant to the order or requirement of a court, administrative agency or other governmental body, provided that the Party required to make such a disclosure gives reasonable written notice to the other Party to enable the other Party to seek a protective or equivalent order to avert disclosure; and (ii) on a confidential basis to its legal or financial advisors. In addition, each Party may disclose the terms and conditions of this Agreement as required under applicable securities laws, but such Party will use all reasonable efforts to obtain confidential treatment to the maximum extent possible for the terms and conditions of this Agreement.

14. Export Compliance. Licensee acknowledges that the Software contains technology that may be subject to export restrictions by the U.K. Government or import restrictions by certain foreign Governments. Licensee will not and will not allow any third party to remove or export from the U.K. or allow the export or re-export of any part of the Software or any direct product thereof in breach of the U.K. export regulations.

15. Publicity. Licensee agrees to the issuance of a Silwood press release generally describing the Parties'

relationship. Each Party has the right to approve the press release in advance. Approval will not be unreasonably delayed or withheld. Licensee agrees that Silwood may disclose Licensee as a Silwood customer.

16. General.

16.1 Assignment. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party's prior written consent. Any attempt to transfer or assign this Agreement without such written consent will be deemed null and void. Notwithstanding the foregoing, however, Silwood may assign this Agreement without consent to the acquiring or surviving entity in a merger or acquisition in which Silwood is the acquired entity (whether by merger, reorganisation, acquisition or sale of stock) or to the purchaser of all or substantially all of Silwood's assets.

16.2 Severability. If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

16.3 Governing Law. The validity of this Agreement, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined by the substantive law, excluding the private international law rules, of England and Wales, and the venue shall be the Courts of England.

16.4 Legal Fees and Costs. The prevailing Party in any action to enforce this Agreement will be entitled to recover its reasonable legal fees and costs in connection with such action.

16.5 Notices. Any notice hereunder will be in writing to the notice address set forth on the cover page of this Agreement and will be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) one (1) day after it is sent if by next day delivery by a major commercial delivery service.

16.6 Amendment; Waiver. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by a duly authorised representative of each Party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorised representative on behalf of the Party claimed to have waived.

16.7 Entire Agreement; Conflict. This Agreement, including the attached Exhibit(s) constitutes the full and complete understanding and agreement of the Parties hereto relating to the subject matter hereof and supersedes all prior understandings and agreements relating to such subject matter. No provision of any purchase order or any other business form employed by Licensee will supersede, contradict, vary or modify the terms and conditions of this Agreement, and any such document issued by a Party hereto relating to this Agreement will be for administrative purposes only and have no legal effect.

16.8 Audit Rights. Licensee agrees to keep all usual and proper records and books of account and all usual and proper entries relating to Licensee's use of any Product. Upon Silwood's written request, Licensee will furnish Silwood with its corporate officer's executed certification that the Products are being used pursuant to the terms of this Agreement, including all use and user limitations. With prior reasonable notice, Silwood may audit Licensee's use of the Software to ensure that Licensee is in compliance with the terms of this Agreement, provided such audit is conducted during regular business hours. If an audit indicates unauthorised use of Software, Silwood will invoice Licensee, and Licensee will promptly pay all fees owed based on Silwood's standard Price List in effect at the time of the audit. Licensee is responsible for the costs of the audit in the event the audit reveals underpayment of five percent (5%) or more in Software license fees and Maintenance.

16.9 Independent Contractors. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other Party's prior written consent.

16.10 Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the Parties, such as blockade, war, terrorism, riots, natural disasters, refusal of license by the Government or other governmental agencies, in so far as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the force majeure at reasonable cost.

16.11 Remedies. Except as otherwise provided in Sections 8, 11 and 12, the exercise by either Party of any of its rights and remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. Licensee acknowledges that the Software and other Confidential Information of Silwood contains valuable

trade secrets and proprietary information of Silwood, that any actual or threatened breach of Section 4.3 or Section 13 by Licensee will constitute immediate, irreparable harm to Silwood for which monetary damages alone would be an inadequate remedy, and that equitable or injunctive relief is an appropriate remedy for such breach in addition to any other remedies Silwood may have at law or under this Agreement.

16.12 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means including but not limited to.

16.13 Counterparts and Exchanges by Facsimile. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. The exchange of a fully executed Agreement in counterparts or otherwise by facsimile will be sufficient to bind the Parties to this Agreement.

17. Evaluation.

17.1 Evaluation Product. From time to time, Licensee may wish to evaluate Software and its related Documentation on a temporary basis for non-commercial use in a non-production environment (“Evaluation Product”). If Silwood agrees to such evaluation and conditioned on Licensee’s compliance with the terms and conditions of this Agreement, Silwood grants to Licensee during the Evaluation Period (as defined below), a cost-free, personal, non-sub-licensable, non-transferable, non-assignable and nonexclusive, revocable license to use the Evaluation Product, solely at the location identified in writing by Licensee and solely for Licensee’s internal evaluation of the Product. Licensee

may only grant access to the Evaluation Product to employees, contractors, agents or consultants who have entered into a confidentiality agreement with Licensee no less protective of Silwood’s proprietary rights than this Agreement.

17.2 Evaluation Period. Unless otherwise agreed to by the Parties in writing or terminated earlier in accordance with this Agreement, an evaluation shall commence upon delivery of the Evaluation Product and continue for thirty (30) days thereafter (“Evaluation Period”). Upon the expiration or termination of the Evaluation Period, (i) all licenses granted under this Section 17 for such evaluation will cease, and (ii) Licensee will immediately return the Evaluation Product to Silwood and destroy or erase any intangible copies of the Evaluation Product, and certify in a writing signed by an officer of Licensee and delivered to Silwood that all such copies of have been returned, destroyed or erased.

17.3 Additional Evaluation Terms. Notwithstanding anything to the contrary as contained in this Agreement, Licensee acknowledges and agrees that the Evaluation Product is provided for evaluation “AS-IS” and Silwood its licensors and suppliers make no representations or warranties of any kind, express or implied, with respect to the Evaluation Product, including, without limitation, any implied warranties of merchantability, quality, title, fitness for a particular purpose, informational content, system integration, enjoyment, non-infringement or any other warranties arising out of course of dealing, usage or trade and no obligation under Section 12.1 (Indemnification) shall arise with respect to an Evaluation Product.

[The remainder of this page is intentionally left blank. The Exhibit(s) to this Agreement follow.]

EXHIBIT A
MAINTENANCE
TERMS AND CONDITIONS

This Exhibit A sets forth the terms and conditions under which Silwood offers Maintenance for the Software to Licensee for the Products purchased pursuant to the Agreement. Unless otherwise defined herein, all capitalised terms will have the same meaning set forth in the Agreement.

1. Maintenance Releases and Support

1.1 Maintenance Releases.

If Licensee purchases Support, Silwood will provide Licensee with minor release(s) and major release(s) to the Software licensed by Licensee; provided such releases to the Software are made generally available at no additional cost to other licensees of the Software, if any ("**Maintenance Release(s)**"). A "**Minor Release**" means a release of the Software which consists of minor corrections, bug fixes and enhancements without substantial added functionality or features and which is denoted by a change of the numbers to the right of the first decimal point. A "**Major Release**" means a release of the Software which consists of a new version with substantial enhancements, added functionality or new features and which is denoted by a change in the number to the left of the first decimal point. Major Releases do not include separate or different Products or services that are otherwise marketed by Silwood under a different name, even if such products are compatible with the Software.

1.2 Support.

If purchased by Licensee, Silwood will provide Support (as defined below). Unless otherwise stated herein, Silwood will have no obligation to provide any Support or Maintenance Releases for the Software or Products unless Licensee has purchased Support and the Maintenance Releases in accordance with the terms and conditions of the Agreement and this Exhibit A.

Silwood will provide support by email at support@silwoodtechnology.com and/or by accessing Silwood's web support portal ("**Support**"). Support will include reasonable consultation and advice to Licensee on the operation and utilisation of the Software. Support will also include guaranteed acknowledgement of Technical Problems (as defined below) reported to Silwood within the time frames defined below based on Licensee's election of Support to be provided hereunder. Such acknowledgement may be by phone or email to Licensee's designated support contact. All Support services will be provided from Silwood's facility.

Silwood will provide telephone and email support Monday through Friday (excluding bank holidays in the United Kingdom) during its standard support hours between 09:00 AM and 18:00 PM, GMT ("**Standard Support Hours**"), with 24 x 7 access to Silwood's web support portal.

1.3 Support Initiation. As soon as reasonably possible following Silwood's receipt and acceptance of Licensee's Purchase Order, Silwood will initiate the Support services to be provided hereunder. Silwood will (i) create an account for Licensee on its web support portal, (ii) upload the applicable Software purchased by Licensee, and, (iii) send Licensee a welcome message which notifies Licensee that the applicable Software and relevant licence keys are available for download and provides detailed instructions outlining the Support process.

2. Technical Problem Classification and Response Times. If Licensee reports a technical problem in the Software that degrades its performance or the performance of Licensee's system ("**Technical Problem**"), Silwood will respond to Licensee regarding such Technical Problem in accordance with the Response Expectation Table set forth below, according to the priority classification assigned to the Technical Problem by Silwood.

2.1 Technical Problem Classification. Silwood will assign a priority level to each Technical Problem reported by Licensee based on the Technical Problem Classification Table below, information provided by Licensee and Silwood's reasonable judgment. Priority 3 will be the default severity level, unless otherwise specified by Silwood's support personnel. Priority levels are defined as follows:

Technical Problem Classification Table

Technical Problem Classification	Description
Priority 1	The Software is unusable or causes a system using the Software to be functionally unusable. Priority 1 is reserved for Technical Problems that occur with Licensee's production environment.
Priority 2	Use of the Software has materially degraded, or otherwise causes a Technical Problem more serious than a Priority 3 Technical Problem.
Priority 3	The Software has malfunctioned, but does not materially impact the functionality of the system.
Priority 4	Licensee's inquiry requires information or assistance on the Software capabilities in accordance with the Documentation.

2.2 Technical Problem Reporting and Response.

Except for Technical Problems that can be resolved by an initial telephone conversation, Licensee must provide Silwood with a reasonably detailed description of the Technical Problem by email. Silwood will use commercially reasonable efforts to take the following steps, in accordance with the Response Expectation Tables below:

Initial Response. Silwood will acknowledge to Licensee its receipt of a Technical Problem notice and will begin collecting any additional information from Licensee necessary to correct the Technical Problem. Each Technical Problem reported will be designated as an "Open Incident" and assigned an "Incident Reference Number" which will be tracked until resolved. Technical Support and engineering resources will be assigned in accordance with the priority of the reported Technical Problem being encountered by Licensee.

Follow-Up Response. Silwood will use commercially reasonable efforts to respond to Technical Problems during the response times set forth in the applicable Response Expectation Table. Silwood will maintain records of all reported Technical Problems and their respective resolutions. All Licensee Support interactions will be tracked utilizing Silwood's Support database for accurate interactions with each Licensee and to ensure Silwood is able to provide continuous improvement in the Support function.

Resolution. Silwood will use commercially reasonable efforts to provide a patch, correction or workaround as a temporary solution for a reported Technical Problem. Silwood will, subject to the complexity of the Technical Problems and in accordance with the Response Expectation Tables, diligently continue to identify and provide resolution for all reported Technical Problems. Silwood may subsequently provide a tested patch, correction or upgrade, or a new version or an interim version of the Software, in its sole discretion. Each Open Incident will remain open and designated as an unresolved Technical Problem until confirmation has been received that the Licensee that reported the Technical Problem is reasonably satisfied with the resolution supplied by Silwood.

RESPONSE EXPECTATION TABLES. Silwood will use commercially reasonable efforts to respond to reported Technical Problems during the response times set forth in the applicable Response Expectation Table.

Response Expectation Table

Priority	Initial Response	Follow-Up Response
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Priority 1	Contact within 4 Support Hours	Immediate and continuing effort during Support Hours.
Priority 2	Contact within 8 Support Hours	Contact within 1 Business Days
Priority 3	Contact within 1 Business Days	Contact within 2 Business Days
Priority 4	Contact within 2 Business Days	Contact within 2 Business Days

Escalation Process. Silwood will, within the guidelines in the Technical Problem Classification Table, resolve all Technical Problems. In the event that Silwood has not responded to Licensee in accordance with the applicable Response Expectation Table based on Licensee's purchase of Support, Silwood's escalation policy may be activated to ensure that additional and prompt attention is provided to Licensee regarding the Technical Problem previously reported. To escalate resolution for a reported Technical Problem, Licensee should send an email to support@silwoodtechnology.com and request the Technical Problem that was previously reported be escalated appropriately to Silwood Support management. In order to escalate the Technical Problem efficiently, Licensee will communicate the related Incident Reference Number previously assigned to the Technical Problem when requesting the Open Incident be escalated to Silwood Support management.

3. Licensee Responsibilities and Scope of Support.

3.1 Licensee Responsibilities. Silwood will not be required to fulfil its support obligations unless Licensee provides Silwood with (i) contact information for one or more employees who will be available (a) during Support Hours, (b) during Licensee's business hours, at other times outside of Licensee's normal business hours if any Support will be provided at such times, and (ii) prompt and free access to any Licensee hardware or software and any reasonable and necessary data communications facilities and equipment of Licensee at no charge to Silwood, if required to permit Silwood to fulfil its support obligations.

3.2 Support Exclusions. Silwood will have no obligation of any kind to support third party software. Silwood will have no obligation of any kind to provide Maintenance for problems in the operation or performance of the Software to the extent caused by any of the following (each, a "Licensee-Generated Error"): (i) modification, alteration or damage by anyone other than Silwood, (ii) failure to use the then-current version of the Software or one Major Release back, (iii) Licensee's negligence, hardware malfunctions or other causes beyond the reasonable control of Silwood, (iv) use of the Products in conjunction with third party software or hardware not provided or approved in writing by Silwood prior to installation, (v) failure of Licensee to install any Maintenance Release provided by Silwood, (vi) use of the Software not in accordance with Documentation and the Agreement, or (vii) use of the Software on an unsupported platform as outlined within the Documentation or as specified on Silwood's web support portal. If Silwood determines that it is necessary to perform Maintenance for a problem in the operation or performance of the Software that is caused by a Licensee-Generated Error, then Silwood will notify Licensee thereof in writing as soon as Silwood is aware of such Licensee-Generated Error and Silwood will have the right, if it elects in its sole discretion to perform such Maintenance, to invoice Licensee at Silwood's then-current published time and materials rates for all such Maintenance. Furthermore, Silwood will have no obligation to support software that are created by Licensee or that are not supported by Silwood's technical support, development or professional services organisations except as mutually agreed upon in writing between the Parties, which may include time and materials as well as an annual support fee.

3.3 Modifications to Support. Silwood reserves the right to update and or modify the manner in which Support is provided to Licensee; provided, however, that during the Support Term or any one year renewal period, any such update or modification to the Support provided by Silwood will not diminish the Support currently provided to Licensee as specified in this Exhibit A.

4. Fee and Term

4.1 Fee. When purchased from Silwood, Licensee will pay Silwood the initial annual Maintenance fee (the "Annual Maintenance Fee"), in accordance with the payment terms specified in the Agreement. Annual Maintenance Fees are subject to change from time to time, in Silwood's sole discretion. Thereafter, Licensee will pay the Annual Maintenance Fee, on the earlier of; (i) in accordance with the payment terms specified in the Agreement or (ii) thirty (30) days prior to the anniversary of the initial delivery date of the Software specified on the initial Purchase Order (the "Maintenance Date"). If Licensee does not purchase, terminates or does not renew Maintenance and subsequently requests Maintenance, Licensee must first pay the then-current Annual Maintenance Fee, plus all cumulative fees that would have been payable had Licensee initially purchased or not terminated Maintenance before it will be entitled to receive Maintenance, any Maintenance Releases, as applicable.

4.2 Term. The term for Maintenance will be one (1) year from the initial Maintenance Date ("Maintenance Term") and will be automatically renewed, at the then current list price, for additional periods of one (1) year, unless otherwise terminated by a Party by written notice at least thirty (30) days prior to the end of the then-current Maintenance Term. In the event of such termination or Licensee's failure to make payment of the Annual Maintenance Fee as specified above, Silwood will have no obligation to provide Maintenance (including Maintenance Releases) for the Software or Products. Maintenance for Software cannot be partially acquired or terminated, and when acquired or terminated such acquisition or termination must cover all Products licensed or otherwise acquired by Licensee.

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