

ULTRASOFT TECHNOLOGIES LIMITED  
SOFTWARE LICENCE AGREEMENT, TERMS AND CONDITIONS

UltraSoft BIS/POS/LAM/WEB PORTAL/API  
UltraSoft CRM  
UltraSoft DMS  
UltraSoft TMS  
UltraSoft SOP  
UltraSoft RMS  
UltraSoft PCS  
UltraSoft SMS  
UltraSoft EMM  
UltraSoft PassVander  
UltraSoft Cloud Hosting Products

NOTICE: THIS SOFTWARE PRODUCT, TOGETHER WITH ITS ACCOMPANYING DOCUMENTATION AND ALL INFORMATION INCLUDING TOOLS, MACHINE OR BINARY CODES, SOURCE CODES, DATABASE SYSTEMS AND DATABASE TABLES, DATABASE VIEWS, DATABASE FUNCTIONS, DATABASE STORED PROCEDURES, DATA STRUCTURE, DATABASE SCHEMA, BUSINESS LOGIC AND SOURCE CODES CONTAINED WITHIN THE DATABASE SYSTEMS, EXCEL REPORTS TEMPLATES, CRYSTAL REPORT TEMPLATES, SQL REPORT TEMPLATES AND ALL OTHER FILES AND TEMPLATES CONTAINED WITHIN THE SOFTWARE (THE "PRODUCT"), IS THE PROPERTY OF ULTRASOFT TECHNOLOGIES LTD ("UST"), 1A NEW ROAD, THE CAUSEWAY, STAINES, TW18 3DH, UNITED KINGDOM. THE PRODUCT IS MADE AVAILABLE TO YOU ("THE CUSTOMER"), THE ORIGINAL PURCHASER, SUBJECT TO THE FOLLOWING LICENCE TERMS ("LICENCE"). PLEASE READ THIS LICENCE CAREFULLY BEFORE INSTALLING OR USING THE PRODUCT.

THE CUSTOMER MAY ACCEPT THIS LICENCE BY SIGNING UST ORDER FORM OR PAYING UST INVOICE FOR PRODUCT PURCHASED. ANY USE BY THE CUSTOMER OF THIS PRODUCT ALSO CONSTITUTES CUSTOMER'S ACCEPTANCE OF THE LICENCE.

UST IS ONLY WILLING TO GRANT CUSTOMER THE LICENCE IF CUSTOMER OBTAINS THE PRODUCT FROM UST. IF CUSTOMER OBTAINED THE PRODUCT FROM ANY OTHER SOURCE, CUSTOMER MAY NOT INSTALL OR USE THE PRODUCT.

#### 1. Ownership

The Product is proprietary to UST. The Product is licensed, not sold, to Customer notwithstanding any reference herein or at any time to "purchaser." Customer acknowledges and agrees that: (a) the Product is protected under international copyright and other laws; (b) UST and its licensors retain all copyrights and other intellectual property rights (right, title and interest) in the Product and in any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party, relating to the Product; (c) there are no implied terms granted under this Licence, and any rights not expressly granted to Customer hereunder are reserved by UST; (d) Customer acquires no ownership or other interest (other than the rights specifically granted in this License) in or to the Product; and (e) UST owns all copies of the Product, however made. Customer will have no rights hereunder to use any trademark or service mark belonging to UST.

UST may use 3<sup>rd</sup> party internet cloud product and services including but not limited to Cloud Servers and Product Hosting Services from internet service providers (ISPs) including but not limited to 1&1 ([www.land1.co.uk](http://www.land1.co.uk), [www.land1.com](http://www.land1.com)), Rackspace Ltd ([www.rackspace.co.uk](http://www.rackspace.co.uk)) and Amazon Web Services (<http://aws.amazon.com/>). Such internet product and services are the property of ISPs. The Customer agrees to the terms and conditions of such ISPs where applicable. Should the Customer need clarification of which specific services from the ISPs are used to accommodate UST Product, the Customer must ask UST such clarification in writing.

#### 2. Grant of licence and scope of use

##### 2.1 Licences

UST grants Customer a non-exclusive, site-specific, non-transferable worldwide right to use the Product subject to the terms of this Licence. For each licence that Customer acquires to use the Product, it will be provided with a Licence Activation Key, which may be either a certificate, the installation and licensing instructions, Customer invoice, or an activation file and which may be provided to Customer either with the Product media or separately by UST. The Licence Activation Key will contain information specific to the edition of the Product that Customer has licensed and the number of licences that CUSTOMER has acquired. In order to activate and use the Product as set forth in this Licence Customer must follow the instructions when prompted by the Product. Unless Customer's Licence Activation Key identifies the acquisition of another licence type; customer has acquired a Simultaneous User Licence.

##### 2.2 Limitations

Customer may not: (a) modify, adapt, alter, translate, or create derivative works of the Product or merge the Product with other software other than as described in the Product's accompanying documentation or as approved of in writing by UST; (b) lease,

rent or loan the Product to any third party; (c) sub-licence, distribute or otherwise transfer the Product or any component thereof to any third party except as expressly authorized in this Agreement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Product; (e) remove, alter, or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of UST; (f) allow third parties to access or use the Product such as in a time-sharing arrangement or operate the Product as part of a service bureau; (g) commercially exploit the Product or the Licence in any way.

The rights granted under this Licence apply only to the Product CUSTOMER purchased. Customer must procure a separate licence to use other UST software.

2.3 Customer may request that a third party (excluding any UST's competitors) undertakes activities in relation to the Product on its behalf where Customer would itself be permitted to perform these in accordance with Clause 2.2. Such activity shall be permitted but in engaging such third party Customer shall ensure that it fully understands the license limitations stated herein. Further should such third party in any way infringe UST's intellectual property rights Customer agrees to fully co-operate with UST in addressing this infringement and agrees to compensate UST for any loss or damage suffered.

#### 2.4 Licensing Period

Unless otherwise explicitly agreed on the UST Order Form ("Order Form"), Customer agrees under terms of this licence, to enter in an agreement for a 3 years term ("Licensing Term"). For the avoidance of doubt the 3 years term is applicable only for licences issued for new sites and new users, and shall exclude any renewal licences unless a new renewal term is agreed.

#### 2.5 Acceptance, Terminations & Renewals

##### 2.5.1 Acceptance of Licensing Terms

By signing UST Order Form or paying UST invoice Customer agrees to accept the Licensing Terms.

##### 2.5.2 Termination

Termination is only possible after the full Licensing Terms. The Customer shall give written notice to UST at least 90 days prior to the end of the Licensing Term. On notice of termination other than as specified herein the Customer is liable to pay full licensing fees for the said Licensing Term. Upon termination of licences all relevant UST applications, tools, databases, database schemas, all backup copies of all UST files, and other files installed with UST systems must be removed from customer's all computers. Prior to removing database and associated files, customer may request an export of necessary business related data, but such export can only be in a flat file format (e.g. \*.csv file) without violating any UST IP rights and customer agrees to pay for the cost associated with the export of the data.

##### 2.5.3 Renewal

If the Customer does not serve written notice of termination to UST at least 90 days prior to the expiration of the Licensing Term, this will automatically be renewed for 12 months rolling terms with 90 days' notice and the Customer will be invoiced accordingly at the list price licence fees then in effect for the licences being renewed unless differently agreed on the Order Form. During renewal any new terms agreed on the renewal Order Form shall replace any previous Licensing Term and be treated as a new Licensing Term.

##### 2.5.4 Termination for Cause

Notwithstanding the aforesaid provisions either party may terminate this Licence for cause: (i) upon 30 days written notice of a material breach by the other party of its terms, unless such breach is cured within such 30 day period (non-payment shall be deemed a material breach); (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Any willful unauthorised access, use, copying, disclosure, distribution or sublicensing by Customer, or with Customer's aid, consent or neglect, of any part of the Service or Content or any related methods, algorithms, techniques or processes will be deemed a material breach that cannot be cured and will entitle UST to terminate this Licence for cause upon written notice immediately.

#### 2.6 Access to the Product

When the Product is installed on the Customer's hosted servers ("Servers"), the Customer shall provide UST a permanent remote and secure access to Servers. Such an access will be used by UST support team as and when necessary to monitor, maintain, issue product licences and support the Product. Upon termination the Customer shall continue providing UST a permanent remote and secure access to the Servers until such a time when the product is decommissioned from the Servers by UST technical team.

### 3. Product Licence Fees and Service Charges

### 3.1 Licence fees

Licence fees are non-refundable and non-cancellable and are based on the number of sites and users contracted for, whether or not such licences are actively used. The number of licences specified on an Order Form may be increased, but cannot be reduced, during the initial licensing period or during any other Licence Period. The Customer may add licences by ordering additional licences. Licences added in the middle of the initial Licensing Term or any subsequent Term will be charged from the date of the additional Order Form (at the then applicable licence fee) for the remainder of the relevant period on a pro-rata basis by month (i.e., licences added in the middle of a calendar month will be charged for the entire month), as well as any renewal term.

### 3.2 Service charges

Any consultancy, training, setup, implementation, data migration or any other services related to the Product will be quoted based on specifications of the work and charged at the then prevailing UST rates. Costs for services are not included in the licence fees and are quoted separately on the Order Form.

### 3.3 Updates and Product Changes

If, pursuant to a separate support agreement or otherwise, UST provides Customer with a new release, error correction, update, upgrade or other modification to the Product, such modification will be deemed part of the Product, and subject to the terms of this Licence, unless the modification is expressly provided subject to a separate licence. UST reserves the right at any time not to release or to discontinue release of any Product and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of any future releases of the Product.

### 3.4 Payment Terms

The Customer shall pay UST all charges and fees in accordance with the UltraSoft Order Form(s). UST will issue an invoice to the Customer before commencement of the Initial Licensing Period or two months before the start of any subsequent Licence Term. Any licence fees due must be paid before the start date of licensing. Invoices for services must be paid within fourteen (14) days of the invoice date. All fees quoted and payments made under this Agreement shall be quoted and made in Sterling. Customer's account will be considered overdue if payment in full is not received within fourteen (14) days of the invoice date. Customer shall not withhold payment for any invoice or other amounts due to UST by reason of set-off or counterclaim which the Customer may have or allege to have or for any other reason whatsoever.

Any payment not received by its due date as described in Section 3 of this Agreement shall accrue late charges at a rate of two percent (2%) of the outstanding balance per month or as otherwise specified on the invoice; from the date such payment was due until the date paid. If the Customer believes it has been incorrectly billed by UST, the Customer must contact UST in writing within 14 days of the date of the invoice in question in order to be eligible to receive an adjustment or credit. UST reserves the right at any time to suspend licences, for customer not paying on-time, until the full payment for all outstanding invoices is received by UST.

### 4. Limited Warranty and Disclaimer

UST warrants to Customer, the original purchaser, and to no other party, that if any physical media included with the Product, as and when provided to Customer, will be free of physical defects in materials and workmanship for a period of ninety (90) days after the date that Customer initially acquire the Product. Customer's exclusive remedy and UST's sole liability for breach of this warranty is that UST will replace any defective media returned to UST within the ninety (90) day warranty period. This warranty does not apply to damages resulting from misuse, abuse or neglect. Any replacement media will be warranted as above for the remainder of the original warranty period or twenty (20) days from the date we ship it to Customer, whichever is longer. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND SAVE WITH RESPECT TO LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, UST PROVIDES THIS PRODUCT "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

SAVE AS FORESAID UST HEREBY EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT THE PRODUCT WILL BE ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. CUSTOMER ASSUMES THE ENTIRE RISK FOR THE RESULTS OBTAINED USING THE PRODUCT.

TO THE EXTENT THAT UST MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

### 5. Confidentiality

Customer acknowledges that the Product in source code or object code form remains a confidential trade secret of UST. Customer agree to hold this information in confidence and not to disclose it to any person, and not use it for any purpose other than the use and operation of the Product as permitted under this Licence.

### 6. Limitation of Liability

Save as aforesaid in no event will UST be liable to any party for any indirect, incidental, consequential, exemplary, special or punitive damages including any loss

of profit, revenue, business opportunity or data, arising from or relating to the licence or the Product, whether in contract, in tort or otherwise, even if UST knew, should have known or has been advised of the possibility of such damages. UST's total cumulative liability arising from or related to the Licence or the Product, whether in contract, in tort or otherwise, will not exceed the fees actually paid by Customer for this Licence.

#### 7. Third Party Claims

UST will defend and settle any suit brought against Customer by a third party (not Customer affiliate) based on a claim that the Product infringes upon any international copyright and UST will pay those costs and damages finally awarded against Customer in such suit that are specifically attributable to such claims or those amounts payable by Customer under a settlement of such suit. The foregoing obligations are conditioned on Customer: (a) notifying UST promptly in writing of such action; (b) giving UST sole control of the defence thereof and any related settlement negotiations; and (c) cooperating and, at UST's request and expense, assisting in such defence. If the Product becomes, or in UST's opinion is likely to become, the subject of an infringement claim that UST is required to defend, then UST may (at its option and expense) either: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) terminate this Licence and Customer's rights hereunder to use the Product and refund a pro rata portion of any licence fee Customer paid under this Licence, based on a three (3) year product life. Notwithstanding the foregoing, UST will have no obligation under this Section or otherwise with respect to any infringement claim based upon: (a) any use of the Product not in accordance with this Licence or the Product's accompanying documentation; (b) any use of the Product in combination with other products, equipment, software, or data not provided by UST; (c) any use of any version of the Product other than the most current version made available to Customer; or (d) any modification of the Product by any person other than UST or its authorized agents. Customer will indemnify UST against all liability, damages and costs (including reasonable attorneys' fees) This section states UST's entire liability and Customer's sole and exclusive remedy for third-party claims relating to the Product.

#### 8. General Provisions

##### 8.1 Audit

During the term of this Licence and for one (1) year thereafter, UST or its outside auditors will have the right to conduct an audit of Customer's records and computer systems to verify that Customer has paid to UST the correct amounts owed under this Licence and determine whether the Products are being used in accordance with the terms of this Licence. Any audit will be conducted during regular business hours at Customer's facilities, with reasonable notice. Customer agrees to provide the audit team access to the relevant records and facilities and to provide reasonable assistance to UST in connection with this provision.

##### 8.2 Governing Law

This Licence shall be construed, interpreted and governed in accordance with the laws of England whose courts shall have exclusive jurisdiction over its terms. UST reserves all rights not specifically granted in this Licence.

##### 8.3 Assignment

Customer may not transfer the software media, assign this Licence or assign any of its rights or delegate any of its obligations under this Licence, by operation of law or otherwise (including by merger, sale of assets or consolidation), without UST's prior written consent. Any attempted assignment in violation of this Section 8.3 will be void.

##### 8.4 Entire Licence; Severability.

This Licence constitutes the entire, final and exclusive agreement between Customer and UST regarding the specific licence transaction described herein. If any provision of this Licence is held to be illegal, invalid or unenforceable for any reason, then such provision will be enforced to the maximum extent permissible and the remainder of the provisions of this Licence will remain in full force and effect.

##### 8.5 High Risk Activities

UST specifically disclaims any express or implied warranty of fitness for purpose High Risk Activities. The following are illustrations of such activities though not an exhaustive list:

Nuclear Power Stations  
Aircraft Engineering  
Chemical Processing Plants