

# ADVANTAGENFP LIMITED

## END-USER LICENSE AGREEMENT

### Terms Definition

1. In these conditions, unless the context otherwise requires:  
'Licensor' means AdvantageNFP Ltd, a company incorporated in England and Wales under number 4097768 whose registered office is at 26 Ver Road, Redbourn, St. Albans, Hertfordshire, AL3 7PE, its successors and permitted assigns.  
'Licensee' shall mean the customer, either an individual or a single entity.  
'Software Products' means the collection of data processing programs consisting of a series of instructions or statements in machine-readable form and any related machine-readable or printable materials such as, but not limited to, databases, associated media, printed materials, and "online" or electronic documentation.  
'Intellectual And Industrial Property Rights' means patents, trade marks, service marks, registered designs applications for any of the foregoing, copyright, design rights, know-how, confidential information, trade secrets, trade or business names and any other similar protected rights in any country.  
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'Writing' includes telex, facsimile transmission and comparable means of communication.
2. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
3. The headings are for convenience only and shall not affect interpretation.

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1. This Licence Agreement sets out the Terms and Conditions upon which the Licensor is prepared to grant to the Licensee an irrevocable, non-exclusive and non-transferrable Licence ("the Licence") to Use the Software Products.
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  - 2.1 The Licensor hereby grants to the Licensee an irrevocable, non-exclusive and non-transferrable Licence to Use one copy of the Software Products.
  - 2.2 If the Software Products are licensed for "concurrent use", the Licensee may not allow more than the maximum number of authorised users to Use the Software Products concurrently.
  - 2.3 The Licensee may not modify the Software Products or disable any licensing or control features of the Software Products.
  - 2.4 The Licence shall commence on the date of acceptance of this agreement and shall continue thereafter.
  - 2.5 The Licensee shall make reasonable endeavours to ensure that the Software Products are not made available to all third parties, except for the agents, staff, consultants and/or contractors of the Licensee or its associated Companies.
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  - 3.1 Patent, copyright and all other Intellectual And Industrial Property Rights and title to Software Products are and shall remain the property of, and vested in, the Licensor or its third party suppliers.
  - 3.2 The Licensor hereby reserves to itself the right to sell or dispose of, in any way it thinks fit, the Software Products to any other party or parties.
  - 3.3 This Licence confers no title or ownership in the Software Products and is not a sale of any rights in the Software Products.
  - 3.4 The Licensor and/or its third party suppliers may protect their rights in the event of any violation of these Licence Terms.
4. Copies and Adaptations
  - 4.1 The Licensee may only make one copy of the Software Products for archival purposes or when copying or adaptation is an essential step in the authorised use of the Software Products.
  - 4.2 The Licensee must reproduce all copyright notices in the original Software Products on all copies or adaptations.
5. Reverse Engineering, Decompilation, and Disassembly

The Licensee may not reverse engineer, decompile, or disassemble the Software Products, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
6. Compliance with Laws

It is the Licensee's responsibility to ensure and satisfy himself that the Software Products comply with all relevant laws, local bye-laws and regulations. The Licensor cannot accept any responsibility or liability relating to or arising from any failure by the Licensee to ensure such compliance.
7. Consequential Loss

The Licensee acknowledges that:

  - 7.1 the amount of any consequential loss which arises out of the failure of the Licensor to comply with its obligations under the Licence Agreement is a matter which is better known to and/or more readily ascertainable by the Licensee than the Licensor;
  - 7.2 the potential extent of the damage that might be caused to the Licensee is disproportionate to the amounts that can reasonably be charged (and are charged) by the Licensor to the Licensee and;
  - 7.3 the Licensor is concerned to keep down the costs of the Software Products it provides to the Licensee and this must necessarily involve limiting and/or excluding the liability of the Licensor for any loss or damage caused to the Licensee in the manner specified in the following provisions (each of which shall be deemed to constitute an independent and separate agreement and shall be severally enforceable as such):
    - a) The Licensee accepts that it is the Licensee's responsibility to verify that the Software Products will be suitable for its requirement and confirms to the Licensor that prior to entering into the Licence Agreement it has fully and accurately advised the Licensor of its requirements both present and anticipated and given to the Licensor in writing all relevant material relating to its business and anticipated business. The Licensor shall not be liable to the Licensee for any failure of the Licensee in complying with the foregoing.
    - b) The Licensor shall not be liable for any loss arising out of the failure by the Licensee to keep full and up-to-date security copies of its computer programs and data in accordance with best computing practices or any loss caused by the Licensee's failure to comply with its obligations under the Licence Agreement.
    - c) The Licensor shall not be liable to the Licensee for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss (including without limitation, loss of programs and data) whatsoever even if the Licensor shall have been advised of the possibility thereof.
    - d) The Licensor shall not be liable in any circumstances whatsoever for damage caused to the Licensee or any other person by the negligence, breach of duty or other wrongful act or omission of any independent contractor or of any employee or agent of any of them.
    - e) The defenses, exclusions, indemnities and limits of liability provided for in these conditions shall apply in any section against the Licensor whatsoever howsoever arising, whether the action be founded for breach of contract, misrepresentation, negligence, breach of statutory duty or otherwise and shall have full effect notwithstanding any termination, breach of, repudiation of the contract of whatever nature or howsoever caused or arising.

- 7.4 The Licensee will promptly notify the Licensor of any incident which could give rise to a claim against the Licensor in respect of personal injury or death or loss or damage to property.

### 8. Termination

- 8.1 The Licensor may terminate this Licence forthwith upon notice for failure of the Licensee to comply with any of these Licence Terms.
- 8.2 The Licensor or Licensee may terminate this Licence forthwith if the Licensee or Licensor suffers distress or commits an act of bankruptcy, insolvency or is liquidated. In no event shall this Licence or any rights or privileges thereunder be an asset of the Licensee upon bankruptcy or insolvency.
- 8.3 The Licensee may terminate this Licence upon three calendar months notice in Writing to the Licensor. The Licence will only be terminated after the Software Products and all backup copies have been returned and/or destroyed.

### 9. Consequences of Termination

Upon termination, the Licensee must immediately destroy the Software Products, together with all copies, adaptations and merged portions in any form. The Licensee shall not have the right to retain any copies of any part thereof by any means.

### 10. Special Conditions

The Licence Agreement is subject to the special conditions (if any) agreed in Writing between the Licensor and the Licensee and designated as such. In the event of any inconsistency between the terms of such special conditions and the remaining Conditions set out in this document such special conditions shall prevail. No modification or waiver of these Conditions shall be effective unless made by an express written agreement between the parties and no waiver by the Licensor of any breach of the Licence by the Licensee shall be considered as a waiver of any subsequent breach of the same or any other provision. The Licence Agreement shall be governed by and construed in accordance with the laws of England. The Licensor may perform any of its obligations or exercise any of its rights under the Licence Agreement by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Licensor for all the purposes of the Licence Agreement. Each provision of these Conditions shall be construed separately (save as otherwise expressly provided in these Conditions). If any of the provisions of these Conditions proves to be illegal or unenforceable the remaining conditions shall continue in full force and effect. The Licence Agreement is not assignable by the Licensee.

### 11. Disputes

Any dispute which may arise between the Licensor and the Licensee concerning the Licence Agreement shall be determined as follows:

- 11.1 If the dispute shall be of a technical nature concerning the interpretation of any specification or requirements or relating to the functions or capabilities of any of the Software Products or any similar related matter, then such dispute shall be referred for final settlement to an expert nominated jointly by the Licensor and the Licensee or, failing such nomination, within fourteen days after either party's request to the other therefor, nominated at the request of either party by the president for the time being of the British Computer Society. Such expert shall be deemed to act as an expert and not as an arbitrator. His decision shall (in the absence of clerical or manifest error) be final and binding on the parties and his fees for so acting shall be borne by the parties in equal shares unless he determines that the conduct of either party is such that such party should bear all of such fees or such other share as the expert shall so determine.
- 11.2 In any other case the dispute shall be determined by the English Courts and the parties hereby submit to their exclusive jurisdiction for such purpose.

### 12. Liability for Delay

The Licensor shall not be liable to the Licensee or be deemed to be in breach of the Licence Agreement by reason of any delay in performing or failure to perform any of the Licensor's obligations under the Licence Agreement where such delay or failure is due to any cause beyond the Licensor's reasonable control and the Licensor shall be entitled to a reasonable extension of time for performing such obligations.

### 13. Whole Agreement

The Licence Agreement supersedes any previous licence agreement between the parties in relation to the matters dealt with therein and represents (together with any documents referred to therein) the entire agreement between the parties in relation thereto and no variation of the Licence Agreement shall be effective unless made in Writing and signed by all parties. The Licensee hereby warrants to the Licensor that the Licensee has not been induced to enter into the Licence Agreement by any prior representations whether oral or in writing, except as specifically mentioned in the Licence Agreement, and the Licensee hereby waives any claim to be entitled to any remedy or relief in respect of any such prior representations.